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WE REFER elsewhere to the results of the Derby meeting of country solicitors, and report the proceedings at length in another column, but we may say here that the gathering, in point of representation and influence, constituted a record among business meetings of provincial practitioners, and that complete unanimity prevailed on the subject-matter of the meeting; discussion arising only as to the extent and form of the resolutions, and the quarters to which they were to be sent. The Yorkshire Union of Law Societies deserve the hearty thanks of their brethren throughout the kingdom for summoning the meeting, and for their unwearied energy in organizing the arrangements. The word "impossible" has no place in the vocabulary of Yorkshiremen; and we may hint, for the benefit of all concerned, that their persistency is no less remarkable than their courage.

Compulsory Licences to Use Patents.

THERE IS no rush by traders to avail themselves of the new procedure for obtaining compulsory licences to work patented inventions, or, under certain circumstances, to obtain revocation of the patents, which is provided for by the Patents Act, 1902. This new procedure has been in working order for about a year and three-quarters, but, up to the present time, we understand that only three petitions for compulsory licences have been presented to the Board of Trade. Of these one has been abandoned, and the other two, which relate virtually to the same subject-matter, were referred to the Judicial Committee for hearing in August last, and they have now fixed the hearing for the 15th of February next. The probable reason for the paucity of these petitions will be found to be the opinion that prevails in many quarters that the Judicial Committee is not a satisfactory tribunal for disposing of the questions which arise upon these petitions, being, as they are, almost entirely commercial questions. Besides this, there is a feeling that the new procedure will turn out to be too lengthy and too costly to meet the requirements of commercial men.

Exeat the School of Law.

THE STATEMENT by Sir ALBERT ROLLIT, reported in our last week's issue, that the projected School of Law was "not to be," may, no doubt, be accepted as authentic. The scheme had got so far as the preparation of the draft petition for the charter, the draft charter, and the draft minutes of the order for disposing of the funds in court, when it was killed by the refusal of the benchers of the Inner Temple to assent to the charter. No doubt, with the pregnant example of the University of London before them, the benchers were justified in requiring some provision to be inserted in the charter against a like fate for the proposed School of Law; but we suspect that even if this reasonable demand had been complied with, the benchers would still have been found recalcitrant. We regret the result, which in all probability means the end of any attempt during the present generation at the foundation of a great college for the teaching of law. At the same time there are alleviations to our regret. Thanks to the prudent action of the Law Society, there is now an efficient school of law for budding solicitors, and there is also an equally efficient school of law for budding barristers, both entirely free from the control of the theorist and the office seeker; and we suppose that the greater part of the funds which were destined for the proposed institution will be divided between these more modest schools.

Special Jurisdiction of the County Courts.

THE GROWTH of the jurisdiction of the county courts under special statutes shews no signs of having even yet reached its final limits. The Licensing Act, 1904, imposes an additional burden on these courts by providing (section 2 (3)) that if, on the division of the amount to be paid as compensation on non-renewal of licence to persons interested in licensed premises, any question arises which quarter sessions consider can be more conveniently determined by the county court, they may refer that question to the county court in accordance with rules of court to be made for the purpose. Whether many such questions will be referred to the county courts in pursuance of this enactment it is impossible to predict, but, obviously, the determination of such questions, when so referred, will consume a great deal of time and involve considerable judicial labour. Now that the ordinary jurisdiction of the county courts has been increased by the County Courts Act, 1903, it is, we submit, eminently desirable that some check should be put by the Legislature on the habit, which has too long prevailed, of inserting in so many special statutes, almost as a matter of course, provisions imposing new duties on the county courts, and constituting them, in so many cases, tribunals for determining matters quite foreign to their ordinary functions.

The Institute of International Law.

THE NOBEL Peace Prize has this year been conferred upon the Institute of International Law. The idea of gathering together into the organization the different workers upon the problems of international law occurred to M. ROLIN-JACQUEMYNS, Professor BLUNTSCHLI, and DR. LIEBER about the same time, and by their united efforts the institute came into existence in 1873. The first of the three occasions on which the institute met on British soil was at Oxford in 1880, when they approved the *Manuel des lois de la guerre sur terre*, of which the effect can be clearly traced in the section of the Hague Convention dealing with the subject. The next conference, in 1906, is to be held in Ghent, where the institute was founded, and Professor ALBÉRIC ROLIN, of Ghent University, has been elected president in succession to Lord REAY. He co-operated as secretary in the original foundation of the institute. When private international law was introduced into the curriculum of the Belgian Universities in 1890, M. ROLIN became the first professor in the subject at his own university. Professor ASSER is succeeded in the office of vice-president by Professor STOERK, who, in addition to many other contributions to international law and cognate subjects, has continued since 1887 the *Recueil Général des Traités*, begun by Professor G. F. DE MARTENS.

Omnibus Fares.

UPON THE hearing of a summons against a passenger by a metropolitan omnibus for disorderly conduct, it appeared that the defendant had refused to pay the fare when it was demanded, contending that he was entitled to the same privilege as a man who rode in a cab, and that he might postpone the payment until he had reached his destination and was about to leave the vehicle. Hackney carriage and metropolitan stage carriage fares may, under the London Hackney Carriage Act, 1831, and the London Hackney Carriage Act, 1843, be recovered in a summary manner before a magistrate, but the time when these fares become payable must be regulated by the general law. What is a condition precedent for the payment of money has been considered in many cases since the time of CHARLES the Second, and it is said to depend upon the intention and meaning of the parties and the good sense of the case. This does not help us much, but we may without difficulty assume that prepayment, or the payment beforehand for an article before getting possession, or for a service before it has been rendered, is the exception rather than the rule; but that there may be a right to it by express contract or usage embodied in a contract. A usage for prepayment is generally founded upon reason and convenience. The payments at theatres and music-halls could not easily be collected at the end of the performance. Those who dine at an ordinary often pay in advance, while the guest who orders a dinner at a restaurant pays at the end of his meal. Under the bye-laws of railway companies the fares are paid in advance, for it would be difficult to collect them in any other manner. The same difficulty exists in the case of public omnibuses and steamboats, and a usage giving their proprietors a right to prepayment of the fares could easily be proved.

Examination of Witnesses Abroad.

THE BRUTAL attack upon Mr. WILLIS at Lugano, where he had gone in the discharge of his duties as special examiner in a case pending in the Probate and Divorce Division, may turn our attention to the difficulties attending the examination of witnesses abroad. The extraordinary increase in the trade carried on by this country with foreign States, together with the increase in the number of foreign undertakings managed by English companies, and the presence of British subjects in every part of the world, have brought into our courts many cases which depend upon the testimony of persons resident abroad. The practice of our courts by which facts are required to be proved by oral evidence subject to cross-examination, and except in certain cases affidavits and depositions are not allowed to be read in lieu of such evidence, has made it necessary to appoint commissioners or examiners to conduct the examination of witnesses out of the country in order that it may proceed in conformity with our law. But it seems to have been rather hastily assumed that this procedure would always be tolerated by foreign States. In some countries it is unlawful for any private person to administer an oath, and witnesses who will submit to be cross-examined by the judges of their local courts regard their cross-examination by a foreign advocate as an outrage which they are entitled to resent. A well-known Queen's Counsel, while taking evidence at Wiesbaden some years ago under an order of an English court, and administering the oaths to the witnesses according to the terms of the order, was seized and imprisoned by the German authorities as being guilty of a contempt of court. In another case at Lisbon the witnesses threatened the cross-examining counsel with violence, and he had little prospect of obtaining assistance from the police. These obstacles had led to the framing of a rule under which, in lieu of a commission to examine witnesses abroad, a foreign tribunal may be requested by the High Court to assume that duty. This is probably the safest course to adopt, but is open to the objection that the foreign judge will probably conduct the examination according to the practice of his tribunal and put questions which would be inadmissible in an English court. Some solution of the difficulty might be found in a further relaxation of the English rule with regard to the reception of affidavits and depositions.

Sale of a Company's Undertaking on Reconstruction.

IT IS of course a usual thing for a company to take power in its memorandum of association to sell its undertaking, and to accept payment in shares, and the power is frequently made use of when it is desired to carry out a scheme for the reconstruction

of a company or its amalgamation with another company. But, as appears from the decision of the Court of Appeal in *Manners* v. *St. David's Gold and Copper Mines* (*Limited*) (1904, 2 Ch. 593), the power must not be used indirectly as a means of extracting further capital from the shareholders. In that case the company had, in consequence of a long period of low returns from its mine, spent all its capital, and had also spent a further sum of £40,000 which had been raised on debentures. Under these circumstances it became necessary to find further capital, and a scheme was arranged under which the company's entire property was to be sold to a new company, and the shares, which were of 5s. each, fully paid-up, were to be exchanged for shares of the same nominal amount, but with only 4s. paid up. As there were 240,000 shares, this would supply a further working capital of £12,000. The agreement for sale provided for the voluntary winding-up of the old company, for distribution of the new shares among such of the old shareholders as accepted them within a specified time, and any shares not accepted were to be sold on behalf of the old company. Resolutions for winding up and for such distribution of the shares were passed. This, of course, is not the procedure directed by section 161 of the Companies Act, 1862, and the sale did not profess to be carried out under that section. Hence the question arose whether it was a proper transaction under the above power in the memorandum of association. This question both JOYCE, J., and the Court of Appeal answered in the negative. The sale contemplated by the memorandum, it was pointed out, was a sale out and out of the whole undertaking, which might be for shares, but the shares when received by the old company would be dealt with as part of the assets of the old company, and, in the event of its winding up, would be duly distributed. The distribution could not be made a term of the sale to the new company, nor could the old shareholders be penalized for failing to accept them. "Obviously and avowedly," said JOYCE, J., "the whole transaction is a device to compel the members to provide additional capital when no further call could be made," and this device was held to be *ultrà vires*.

Impeachment of a Judge.

A PARTICULARLY interesting piece of news is reported in the daily papers—namely, that a District Federal Judge of the United States is about to be impeached for a high misdemeanour. He is stated to be charged with absenting himself from his duties, and drawing money for expenses in excess of his actual outlay. By their written constitution the United States have closely followed our unwritten constitution with regard to impeachment. With us the House of Commons prosecutes before the House of Lords as judges. In the great republic the House of Representatives prosecutes before the Senate as judges. With us conviction may be followed by fine and imprisonment; in the United States the only judgment which can be passed is removal from office, coupled with disqualification ever again to hold any office of honour, trust, or profit in the United States. Any civil officer of the United States may be impeached, including the President himself, and, if convicted, may be removed from office. Impeachment is the only way by which a United States judge can be removed. There have, we believe, been only four cases of impeachment of United States judges. Only one of these was a judge of the Supreme Court, and he was acquitted. The others were district judges, and one of the three was acquitted. Of the other two, the first was convicted, over seventy years ago, of drunkenness and violence really amounting to insanity. The other was convicted of treason, having joined the Secessionists of 1861. Any civil officer of the United States may be impeached for "treason, bribery, and other high crimes and misdemeanors"; and it requires a majority of two-thirds of the Senate to convict. The last case of impeachment in this country was that of Lord MELVILLE, Secretary of the Admiralty, in 1806. The last judge, however, to be impeached was Lord MACCLESFIELD in the year 1725. He was convicted of selling offices in his patronage, and misusing the moneys of Chancery suitors. His punishment was a fine of £30,000. For another example we must go back to the case of Lord BACON in 1621, who was convicted of receiving bribes, and sentenced to imprisonment and to a fine of £40,000—an enormous sum in those days. If, unhappily, another case of judicial bribery or other gross misconduct should ever occur in this country, the procedure to be followed will probably cause much trouble and difficulty to those responsible for carrying it out. In the Report of the Criminal Code Commission, published in 1879, it is remarked, in reference to the offence of judicial corruption, that "as no case of the kind has occurred (if we except the prosecutions of Lord BACON and Lord MACCLESFIELD), it is not surprising that the law on the subject should be somewhat vague." It seems clear, however, that a judge of the High Court could not be deprived of his office on conviction on impeachment, for the Act of Settlement provides the only means of depriving a judge, by giving the sovereign power to remove him upon the address of both Houses of Parliament. Englishmen are justified in feeling pride at the very high standard of judicial purity in this country; and we may all well hope that it will be very long before the "vagueness" of the law as to judicial corruption is made to disappear. As to the offence of offering a bribe to a judge, no doubt this is occasionally done. It is a very serious misdemeanour at common law, and for it, of course, an indictment will lie. It may also be treated by a High Court judge as contempt of court, and the rash person may be committed summarily to prison. Usually, however, the offence is treated with silent contempt, and nothing is heard of the occurrence by the public.

Unsworn Statements by Prisoners.

IN A CASE tried recently at the London Sessions, the prisoner called no witnesses and did not choose to give evidence himself, but he made a long and detailed statement to the jury from the dock. This was to the effect that he had always, up to that time, led a perfectly upright and respectable life, that he had never before been charged with any kind of offence, and that he was perfectly innocent of the charge then brought against him. All the time he was making this statement there was lying before the judge a long list of the prisoner's previous convictions, and the prosecuting counsel also was fully aware that he was spinning a tissue of falsehoods in the most barefaced way. Neither judge nor counsel, however, interfered; and as the law stands, they would not have been justified in interfering. Fortunately, the jury disbelieved the prisoner and convicted, so that no miscarriage of justice was caused. But such tactics on the part of a guilty prisioner are very likely sometimes to succeed if carried out skilfully. As a general rule, a jury must not be told that a prisoner has been previously convicted until they have given a verdict. By the Criminal Evidence Act, 1898, a person charged shall not be asked any question tending to shew that he has previously committed, or been convicted of, any offence. If, however, he has asked questions of the witnesses for the prosecution with a view to establish his good character, or has given evidence of good character, he may be cross-examined as to previous offences. Now, before the Act was passed, a prisoner could make a statement to the jury, and the judges of late years even allowed such a statement to be made where the prisoner was defended, provided it was made before his counsel addressed the jury. The most famous example of this is supplied by the *Maybrick case*, in which Mrs. MAYBRICK made a statement before Sir CHARLES RUSSELL made his speech in her defence. The Act of 1898 provides that nothing in the Act shall affect any right of the person charged to make a statement without being sworn. Therefore a prisoner's right of making a statement is just the same now as it was before. A statement, however, is not evidence, and, therefore, a statement as to good character does not render the prisoner liable, under the Act or otherwise, to be cross-examined as to his character. Before the Act was passed there was some excuse for these statements. The prisoner had no other way of bringing before the jury facts in his knowledge alone. But now that he can give evidence on oath, we submit that statements not upon oath should be forbidden. Let the prisoner remain silent if he will; but if he wishes to lay any facts before the jury, he should be treated like any other witness, and be obliged to give evidence in the ordinary way. It is perfectly absurd that, as in the recent case referred to, counsel and judge should have to sit and listen to a lying statement, which may possibly have great weight with the jury, and have to keep silence as to what they know. Of

course, the judge may warn the jury that the statement was not upon oath; that there has been no opportunity of testing it, and that the prisoner might have made the same statement upon oath if he had chosen. Some judges, however, are strongly disinclined to take such a course. The result is that such statements as to character go to the jury untested and uncontradicted. We think that the saving of the right to make unsworn statements is a decided blot upon the recent Act.

Insurance of Lives of Children.

We read that by a recent law the insurance of the lives of children under twelve years of age is forbidden in France. France is not the only country which has found it necessary to place by statute restrictions on the insurance of the lives of children. According to the construction placed by the courts on the Life Assurance Act, 1774, a father has not an insurable interest in the life of a child unless he has a pecuniary interest therein. This law may have placed some check upon the insurance of children. But life insurance companies are not bound to take advantage of the statute, and it had practically no operation in the case of small insurances, such as those by burial societies. Policies without interest upon lives are more pernicious and dangerous than any other class of wager policies, for the obvious reason that temptations to tamper with life are more mischievous than incitements to pecuniary frauds, and the proceedings of our criminal courts have shewn that in many instances children whose lives were insured in these societies have been killed or allowed to die of neglect. The Legislature has more than once interfered, and the Friendly Societies Act, 1896, while allowing a friendly society to be registered for the purpose (amongst others) of insuring money to be paid for the funeral expenses of the child of a member, limits the amonnt to be payable on the death of a child under five years of age to £6, and on the death of a child under ten years of age to £10, and contains provisions as to the person to whom payment may be made, the wording of the death certificates, the statement of the cause of death, &c. These enactments go far to achieve the same results as the French law.

Private Gardens in London.

A vigorous attempt has been made by the Fulham Borough Council to bring the private gardens in their district under their jurisdiction. Mr. Charles Dickens in Nicholas Nickleby describes how some London houses have a melancholy little plot of ground behind them. "People sometimes call these dank yards gardens. A few hampers, half-a-dozen broken bottles, and such-like rubbish, may be thrown there when the tenant first moves in, but nothing more, and there they remain until he goes away again." A summons was taken out by the council in the West London police-court against the owner of property in Fulham for allowing a nuisance to exist there, and evidence was given to shew that the small yard at the back of the house was unpaved and that pools of water gathered on the surface in wet weather. The medical officer added that these small unpaved yards were a nuisance; that potato peelings and other refuse were thrown into them, and that the comfort and health of those who live in the adjoining houses were prejudicially affected. But the magistrate, notwithstanding this evidence, dismissed the summons, saying that to compel the occupier to pave the ground would prevent him from growing flowers in it in summer, and would practically abolish metropolitan gardens. We cannot regret this decision, for although these neglected patches of ground often offend the eye, we think that it is going too far to describe them as nuisances.

Concerning Law Reporting.

The case of *Walker* v. *Jeffreys* (1 Hare 341), which was quoted in a recent case before Court of Appeal, says a correspondent, shews a marked contrast between the old and the new styles of reporting. The reporter (it was in the year 1841) may be credited with much consideration both for himself and for his readers by his succinctness and pointed brevity. After stating the facts and enumerating the counsel engaged, he appends, just before the judgment of the Vice-Chancellor, the following foot-note: "The arguments are fully considered in the judgment, and the following synopsis of them will, therefore, in this place be sufficient:

"Plaintiffs:	Covenant to renew the lease.	Trust executed to grant new lease.	
"Defendants:	Breaches of covenant: 5 Sim. 65; 18 Ves. 63; 2 M. & K. 552; 1 T. & R. 18.	Acquiescence in refusal to grant new lease: 2 Sim. & St. 29; 1 R. & Myl. 236.	Avowal at the bar of intention not to work the mines.
"Plaintiffs:	No breach of covenant, or waiver of breach, if any.	Continued possession."	

The Vice-Chancellor's judgment, itself a model of lucidity, covers twelve pages, and fully justifies the discretion of the learned reporter. It is to be observed, however, that he did not continue this system in the subsequent volumes of his reports. It was probably deemed to be too revolutionary.

Damage to Crops by Chemical Works.

An action of a rather unusual description occupied Mr. Justice Walton and a special jury for some days at the recent Liverpool Assizes. It was brought by the plaintiff, a farmer at Runcorn, against the Australian Alum Co., who were the owners of works adjoining the farm, to recover damages for injury to the plaintiff's crops of corn and roots during the years 1902 and 1903, owing to sulphuric acid gas and vapour which were said to come from the works of the defendants. The defence was, substantially, that, assuming that damage was done to the plaintiff's crops, it was proved that they were subject to the inroads of noxious gas from works which did not belong to the defendants, so that it could not be shewn how far the defendants had contributed to the damage. The jury found a verdict with £366 damages. This verdict, having regard to the nature of many of the industries in the northern counties, may be of salutary effect.

Stoppage of Traffic.

It has been stated on the highest authority, that if a person collects together a crowd of people to the annoyance of his neighbours that is a nuisance for which he is answerable. Shopkeepers, as Christmas draws near, endeavour, by the exposure of articles of more than ordinary interest, to arrest the progress of those who go by and to induce them to purchase. A crowd is soon collected, and those who have to hurry along the foot-pavement find their ordinary difficulties sorely increased. In many instances the nuisance is tolerated, but now and then the shopkeeper is summoned before the magistrates. We read that certain upholsterers in Chatham incurred a penalty for placing in their window a mechanical doll of life size which went through certain antics and attracted so large a concourse of people that all traffic in the street was stopped. Everyone must have observed certain shops in London in front of which so large a crowd is collected that police have to be stationed there to keep order. It may be said that the givers of these gratuitous shows wish to advertise their goods and not to obstruct the pavement, but a man is not allowed to make a profit to the annoyance of his neighbours.

Street Cries.

Bye-laws have been made in the Metropolis for the repression of street cries, and we read that a vendor of cat's-meat, when summoned before a magistrate for crying "cat's-meat," pleaded that he had done so for forty-five years. But the law is well settled that the lapse of time cannot make a nuisance lawful, and he was fined one shilling for the offence. In another case the offender was charged with using a handbell while selling muffins. His excuse, that no one would know that he was selling muffins unless he rang the bell, was considered by the magistrate as quite insufficient, and he was reminded that in some parts of London these bells had been voluntarily discontinued. The street cries of London may be open to serious objection, but many Londoners would find them easier to bear than the long list of noisy nuisances which have not yet been brought to the attention of the magistrates.

Prevention or Cure?

In spite of most inclement weather, varying from snow to rain and slush, the meeting on the Land Transfer question at Derby, on Friday in last week, was an unqualified success. While the official representatives of the profession (having with one consent refused the invitation to attend the meeting and obtain at first-hand the opinions of their country members) were snugly ensconced in their palace in Chancery-lane, presumably prosecuting the research after further endowment, between 200 and 250 solicitors from different parts of the country were leaving their offices and businesses and journeying through the storm to express their views on the proposed extension of compulsory registration of title. We learn from the figures, as finally ascertained, that no fewer than thirty-seven provincial law societies were represented at the meeting; fourteen others sent intimations, by resolutions or otherwise, of their sympathy with the objects of the meeting; and ten others distributed the circulars convening the meeting among their members. Out of the sixty-nine provincial law societies, therefore, there were only eight who did nothing to help forward the meeting, on the ground, no doubt, that, according to official opinion, opposition should be delayed until the Bill for extending the system of compulsory registration has been actually introduced and is being hurried through Parliament.

Considered with regard to the importance of the societies taking part in the meeting, the result is the same. The law society of Liverpool, numbering 412 members, moved the resolution affirming the necessity of early action, and the facts that this resolution, and others, were moved and seconded or supported by the law societies of Cardiff, Bath, Norfolk and Norwich, Wolverhampton, Swansea, Shropshire, Derby, Nottingham, Leicester, and Leeds, and that among the other societies represented were Birmingham, Bradford, Halifax, Hull, Sheffield, and Wolverhampton, are sufficient to shew the importance of the meeting. Looked at as regards the local distribution of the societies represented, the facts are equally significant. They ranged from Durham in the north to Devon and Exeter in the west, and to Sussex in the south.

But most of all remarkable was the spirit of the meeting. Our reporter, after many years' experience of droning solicitors' meetings in Chancery-lane, returned from Derby amazed with the unanimity and enthusiasm which were displayed, and with the nature of the speaking and proceedings. He was so moved, indeed, by this as to send in with his report a note in which he said: "Proceedings very business-like; scarcely any time wasted; no prosy speaking, all to the point; every resolution carried unanimously, not a dissentient note from beginning to end; frequent applause, and resolutions carried with acclamation." This voluntary testimony from an expert observer gives a better idea of the meeting than any formal report of the proceedings. The men who attended were in serious earnest.

And now the question is being asked by solicitors all over the Kingdom, what are the Council of the Law Society going to do? Are they about to yield to the precepts of that old established haunter of the Council Chamber, Mr. Redtape, and to fulminate an Edict against this unprecedented movement, this audacious mutiny? Or are they, as men sincerely anxious to serve the interests of their country members, going to adopt the course which they desire to be taken? Time will shew; but with a President who must be dissevered from the cold-shoulder attitude on which we have commented, we have a strong impression that the Council will discard Mr. Redtape, and try to retrieve the bad blunder into which he has led them of treating this great meeting as if it were an assembly of two or three Tooley-street tailors. Many years ago that redoubtable leader nearly succeeded in binding together the Council against any resistance to the Land Transfer Bill. There were, however, then, as there are now, wiser heads on that body; opposition was undertaken; the advent of the pernicious system was delayed for many years, and but for a surrender which has never been fully (publicly) explained, might possibly have staved it off for ever. Nowadays even Mr. Redtape does not venture to suggest that the extension of the system should pass unresisted—the President has wisely taken care to fix him as to that matter—all the worthy Redtape suggests is that opposition should be undertaken at a time when it is least likely to be effectual. He throws up his eyes and hands at the shocking idea of taking precautions beforehand. We can hear him excitedly pleading that never in all his long experience of the Council has it done anything to ward off a danger—"most unprecedented, most undignified behaviour it would be; moreover, my dear brethren of the Council, I would ask you to bear in mind that you are now pensioners on the Government, and that if you make yourselves more unpleasant than is absolutely essential to satisfy your fussy members, you will lose your pension"—and a very potent argument that is, Mr. Redtape!

But in spite of the subtle suggestions of this ancient and ghostly adviser, we imagine that most members of the society outside the sacred chamber in Chancery-lane will consider that organization means time, and that time will not be given while the Bill is running through Parliament; that Members of Parliament are more likely to pay attention to the question when it is presented to them in the course of their election contest than when, comfortably seated for five or six years, they are asked by Mr. Redtape and his slaves to "peruse the accompanying pamphlet (of 200 pages or so), which represents the expressed views and opinions of Our Council on the subject"; that time is required to enable the facts with regard to the operation of the registration system in London to soak into the minds of electors and county councils so as to influence public opinion on a matter of which at present the public know nothing. The Land Registry, wiser in their generation than Mr. Redtape and his slaves, have been at work for months trying to instil into the county councils the prodigious benefits of their system. They no doubt place much reliance on the efforts of their unconscious ally, Mr. Redtape; and the recent action of the Council appears to shew that this confidence has not been altogether misplaced.

Accumulations of Income of Contingent Settled Legacies.

The judgments delivered in the Court of Appeal in *Re Bowlby* (1904, 2 Ch. 685) shew the difficulties which may still arise in considering the application of section 43 of the Conveyancing Act, 1881, to the income of property to which an infant is contingently entitled for life in the event of his attaining twenty-one. The section provides, by sub-section 1, that where any property is held by trustees in trust for an infant, either for life or for any greater interest, and whether absolutely or contingently on his attaining twenty-one, the trustees may apply the income or any part thereof for his maintenance; and under sub-section 2 the residue of the income is to be accumulated, and the accumulations held "for the benefit of the person who ultimately becomes entitled to the property from which the same arise." By sub-section 3 the section applies only so far as a contrary intention is not expressed in the trust instrument.

It has been held that this section does not apply in the case of a contingent legacy, so as to give a right to maintenance out of intermediate income, unless the infant will, upon attaining twenty-one, be entitled to such income. In this respect the section has been construed in the same manner as the provision of Lord Cranworth's Act (23 & 24 Vict. c. 145, s. 26), which it replaced. "Under that Act," said Cotton, L.J., in *Re Dickson* (33 W. R. 511, 29 Ch. D. 336), "it had been decided that the infant could not be maintained out of income unless, if he had attained twenty-one, he would have become entitled to the past income as well as to the *corpus* of the property. In my opinion the case is the same under the present statute." But this means that the infant is not entitled to maintenance under section 43 unless the legacy bears interest, and unless also he will be absolutely entitled to the *corpus*. If the legacy does not carry interest, then the case arises which was under consideration in *Re Dickson*. Upon the happening of the contingency the legatee will not be entitled to intermediate interest, and hence before the contingency he is not entitled to maintenance. And even if the legacy carries interest, the legatee will not take the intermediate

interest on attaining twenty-one unless he is absolutely entitled to the *corpus*. Thus, if the property is settled and he is tenant for life, he becomes entitled to the income on attaining twenty-one, but his attaining that age does not give him a claim to the intermediate income. This point is emphasized in the judgment of COZENS-HARDY, L.J., in *Re Bowlby* (1904, 2 Ch., at p. 711).

The chief interest of *Re Bowlby* lies in the fact that it has rectified an error into which BUCKLEY, J., appears to have fallen in this respect in *Re Scott* (50 W. R. 454; 1902, 1 Ch. 918). There a residuary fund was held in trust for such of the testator's children as should attain twenty-one, and as to the shares of daughters for life. BUCKLEY, J., held that section 43 applied, and that, under sub-section 2, a daughter, on attaining twenty-one, became entitled to the accumulations of the surplus income of her share not required for maintenance during minority. This involved a construction of sub-section 2 which it has been felt did considerable violence to its language. As already stated, the sub-section provides that accumulations of income shall go to the person who ultimately becomes entitled "*to the property from which the same arise.*" Now it can hardly be questioned that these words refer naturally to the *corpus* out of which the income arises, and out of which, therefore, the accumulations arise. But BUCKLEY, J., in his desire to confer upon the tenant for life the full benefit of her life interest, construed them as referring to income, and since the tenant for life, on attaining twenty-one, became entitled to income, it was assumed that she became entitled also to accumulations which had arisen out of income. But even so, the argument seems to involve a fallacy, for the accumulations had arisen out of the income accruing during the tenant for life's minority, and to this income she was not entitled, her interest commencing only upon the attaining of twenty-one. And for the same reason it seems that section 43 did not apply at all. The daughter on attaining twenty-one did not, apart from section 43, take the intermediate income, and therefore, as determined by *Re Dickson* (*supra*), the case was not within section 43.

In *Re Bowlby* (*supra*) a testator bequeathed to each of his daughters who should attain twenty-one the sum of £50,000, but such legacy was to be retained by his trustees and held by them for the daughter for life with remainder to her children and remoter issue. The testator authorized his trustees to appropriate any part of his personal estate in or towards satisfaction of the legacies, and he directed that "all powers, whether statutory or otherwise, as to education, maintenance, or advancement" should be exercised by his trustees only under the direction of the court. The testator died in November, 1902, leaving four daughters, all of whom were under age. In January, 1903, the trustees appropriated a sum of Consols in satisfaction of each of the legacies, and in February, 1903, an order was made by JOYCE, J., allowing £1,000 per annum for the maintenance of the eldest daughter out of the income of the Consols appropriated for her legacy. She attained twenty-one in July, 1903, and the trustees took out a summons to determine who was entitled to the unapplied income.

From what has been already said it would seem that under the above circumstances section 43 had no application. The daughter on attaining twenty-one did not take the past income apart from the statute, and hence there was no authority under the statute for the trustees to accumulate the unused income and dispose of the accumulations. It was suggested that the reference in the will to "all powers, whether statutory or otherwise, as to maintenance" amounted to a testamentary direction that section 43 was to apply, but upon this the Court of Appeal appear to have been divided in opinion. Assuming, however, that the section did apply, and that the accumulations of past income were to be dealt with under sub-section 2, it was agreed that the construction placed upon this section by BUCKLEY, J., in *Re Scott* (*supra*) was erroneous. The word "property" in the sub-section refers not to income, but to *corpus*, and the persons to whom the accumulations go are the persons who take the *corpus*. Hence, when the *corpus* is settled, as in the present case, the accumulations go as an accretion to the *corpus*, and the tenant for life takes the income of the invested accumulations, but no further interest in them.

The case was mainly discussed, however, upon the assumption that the rights in the accumulations had to be decided apart from section 43. In general a contingent legacy carries no interest, but there is an exception where property is, under the powers of the will, appropriated to meet the legacy, and also where the testator is *in loco parentis* to the legatee. In the present case both these conditions were satisfied, and it appeared that the daughter was at any rate entitled to so much of the interest as was required for maintenance. But whether she was entitled to anything beyond was a matter upon which the authorities are not altogether clear. The old practice of the Court of Chancery seems to have been to allow interest on the whole legacy by way of maintenance, but not necessarily at the full rate of £4 per cent. "All that the infant is entitled to have," said ROMER, L.J., is maintenance. All the authorities shew that the court is not bound to order that the legacy shall bear a greater rate of interest than is necessary for that maintenance." But latterly it seems to have been the practice to allow in favour of a child of the testator contingently entitled the full rate of interest, applying so much as is required for maintenance and accumulating the rest. Though, however, the legacy is spoken of as carrying interest, yet the right of the child is to have maintenance only, and the surplus does not vest in him, but awaits the determination of the title to the *corpus*. What is not taken out of the fund for maintenance, it was said in *Hanson* v. *Graham* (6 Ves., p. 249), must follow the fate of the principal. Thus in the present case the unapplied income was added to the *corpus* of the legacy, and the daughter took no more than a life interest in it. Hence the result was the same whether the income was dealt with under, or apart from, section 43. Where under such circumstances it is intended that the tenant for life shall take accumulations of income, this should be expressly provided.

Reviews.

Conveyancing.

PRINCIPLES AND PRACTICE IN MATTERS OF AND APPERTAINING TO CONVEYANCING. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. SECOND EDITION. By CHARLES THWAITES, Solicitor. Geo. Barber.

We are glad to see a second edition of this very useful book on conveyancing. It is divided into two parts—theoretical and practical. The first contains a summary of the matters which are usually found in books on real and personal property, such as the nature of ownership, and the various interests which may exist in property, and the right of alienation. The second takes up the details of practice in the disposition of property on sale, lease, mortgage, and settlement, and by will. This part lies outside the ordinary text-books, and is specially valuable for a student. He will find, for instance, the practice upon a sale of land, both as regards the vendor and the purchaser, very clearly stated, and the book should be of material assistance in such matters as investigating title and preparing requisitions. Its value, indeed, is by no means limited to educational purposes, and the practitioner will find it a serviceable handbook. Some useful hints are given as to the position of the purchaser of house property in respect of insurance, and the view is emphasized that, in the absence of a suitable condition in the policy giving the benefit of it to purchasers, no course is perfectly satisfactory except either a fresh insurance by the purchaser, or a consent by the office to the assignment of the benefit of the policy—in either case, immediately upon the sale. The recent cases have been carefully incorporated.

The Merchandize Marks Acts.

THE LAW RELATING TO THE MERCHANDIZE MARKS ACTS, 1887-1894. By H. M. FINCH, Barrister-at-Law. William Clowes & Sons (Limited).

This book is in substance a reprint of the Acts of Parliament on the subject of Merchandize Marks and of the Patents Act, 1883, accompanied by a useful collection of decisions under the Merchandize Marks Acts, conveniently arranged under the successive sections of the Acts. The growing importance of these enactments is evidenced by the large number of cases which have already been recorded and which find a place in this volume. Their relative weight is, no doubt, very different, but practitioners in this branch of the law cannot fail to derive much assistance from the comparison of the various decisions bearing upon each provision of the Acts. An opportunity of making such a comparison is here supplied, and we think the profession

will recognize that the author has done them good service in producing the work now before us. Both paper and type are excellent, and although the references given for the more recent cases are not always to the reports which carry the greatest weight, readers should have no difficulty in finding these out for themselves.

Books Received.

Concise Precedents in Conveyancing, with Practical Notes and with Observations on some Acts Relating to Real and Personal Property and on Compulsory Registration. By M. G. DAVIDSON, M.A., Barrister-at-Law, and S. WADSWORTH, M.A., Barrister-at-Law. Eighteenth Edition. Sweet & Maxwell (Limited).

A Short View of the Law of Bankruptcy. By EDWARD MANSON, Barrister-at-Law. Sweet & Maxwell (Limited).

Precedents of Indictments. By THOMAS WILLIAM SAUNDERS, Esq., Metropolitan Police Magistrate, and WILLIAM EDGAR SAUNDERS, Barrister-at-Law. Third Edition. By HENRY ST. JOHN RAIKES, Barrister-at-Law. Horace Cox.

The Patents Act, 1902, and Notes Thereon, with an Appendix of Rules and Forms. By VALE NICOLAS, Barrister-at-Law. Butterworth & Co.

The Licensing Act, 1904; Its Administration in the Interests of National Temperance. By the Earl of LYTTON. Central Public House Trust Association.

Points to be Noted.

Conveyancing and Equity.

Notice by Executor of Conditional Gift.—The law does not cast upon an executor the duty of giving notice to a legatee of a gift made to him upon condition, nor is any such duty cast upon the person entitled under the will to a gift over on failure of the legatee to observe or perform the condition of the original gift. It follows that an executor, though himself entitled under the gift over, is not bound by any duty, to be implied by law from the fact that he will benefit by breach of the condition, to disclose to the legatee the terms of the condition upon which the original gift is made.—RE LEWIS, LEWIS *v.* LEWIS (1904, 2 Ch. 656).

Relation of Husband and Wife after Judicial Separation.—The true effect of the 26th section of the Matrimonial Causes Act, 1857, upon the position of a wife after a decree for judicial separation, as regards the wife's right to pledge her husband's credit or to contract on his behalf, was the subject of discussion in a recent case before the Court of Appeal, and may be shortly stated as follows: The first part of the section takes away from the wife "whilst so separated" all right and power on the part of the wife to pledge her husband's credit or to contract on behalf of her husband, but a contract entered into by the wife prior to the date of the decree, but which, at the time of the judicial separation, remains *in fieri* and undetermined, is binding upon the husband, provided that it was of such a nature that the wife, when she entered into it, had authority by reason of the coverture to pledge her husband's credit. The effect of the proviso to the section is to give the wife power to make the husband liable for necessaries in the special case of non-payment by the husband of alimony where, upon a judicial separation, alimony has been decreed to be paid by him.—RE WINGFIELD & BLEW (SOLICITORS) (1904, 2 Ch. 665).

New Orders, &c.

The Railway and Canal Commission.

RULE OF THE COURT OF THE RAILWAY AND CANAL COMMISSION.

The following draft Rule is published pursuant to the Rules Publication Act, 1893:

No application under section 3 of the Railways (Private Sidings) Act, 1904, shall be filed without the consent of the Commissioners, and such consent shall be signified by sealing the indorsement on such application.

The applicant shall leave at the Commissioners' Office a copy of the application proposed to be filed and served, and shall also leave an affidavit verifying the statements in such application.

Copies of the above draft Rule may be obtained at the Office of the Railway and Canal Commission, Royal Courts of Justice, London.

The number of cases in which legal aid was granted to persons under the Poor Prisoners' Defence Act, says the *St. James's Gazette*, increases at each session of the Old Bailey. On one day this week legal assistance was provided for seven persons.

The Land Transfer Act.

CONFERENCE OF PROVINCIAL SOLICITORS.

Under the auspices of the Yorkshire Union of Law Societies, a conference was held on Friday, the 9th inst., in the Midland Railway Co.'s Shareholders' Room, at the company's station at Derby, in reference to the Land Transfer Act, "for the purpose of considering the propriety of some course being taken by the provincial members of the profession, in conjunction with the Council of the Law Society, for the purpose of preventing any proposal for extension being made, or resisting it in case it should be made, until a full and independent inquiry finds that such a course is warranted by the experiment now on its trial in London." The circular convening the meeting continued: "On the establishment of compulsory registration land transfer offices would only be provided at suitable centres, a fact involving cost and loss of time which will affect the rural, far more than the urban, practitioner."

Mr. W. BLEWES ROBOTHAM, president of the Derby Law Society, took the chair, and there was a large attendance of solicitors and specially appointed representatives from law societies in various parts of the provinces.

Mr. A. COPSON PEAKE (Leeds), hon. sec. Yorkshire Union of Law Societies, said that out of the sixty-nine law societies in England and Wales, thirty-four were represented at the meeting, seventeen others had sent in intimations of their sympathy with the opposition to compulsory land transfer by resolutions and otherwise, ten others had assisted by distributing the circulars convening the meeting, and eight only had done nothing, so far as could be known, as the union had received no replies from them. So that out of sixty-nine societies sixty-one had done something towards the meeting. [Subsequently to the meeting, these figures have been ascertained to be even more favourable, as stated in the leading article elsewhere.]

The CHAIRMAN said the meeting had been called, not in their own selfish interests, but rather in the interests of the public, to consider the propriety of taking some action to prevent an early extension of the system of compulsory registration of title to the whole of England until it had been proved by a public and impartial inquiry to be desirable. Those of them who had read Mr. Rawle's masterly address at the provincial meeting at Portsmouth, and Mr. J. S. Rubinstein's and Mr. Dixon Kimbers's full and lucid papers on the Land Transfer Act must, he felt sure, be convinced of the absolute necessity for a searching inquiry into the working of the Act in the county of London before it was made applicable to any other part of England. He believed that solicitors honestly endeavoured to look upon every question of legal reform, not from a personal point of view, but rather from their clients' point of view, and the legal profession as a whole had always ardently desired and earnestly laboured for legal reforms which would really benefit the public, and it was because they were satisfied that an extension of the system of compulsory registration of titles would not be beneficial, but on the contrary prejudicial to the public at large, that a full and impartial inquiry into the working of the system since the passing of the Land Transfer Act was asked for before any such extension was decided on. It was perfectly clear to anyone who would take the trouble to look into the matter that in 1897 the Act was only intended to be tried as an experiment in one county for a period of three years, and it was but natural to expect that, after that period had expired, if there was any doubt as to the result, there would be a proper inquiry as to whether or not the system was a desirable one to continue and extend. They all knew that there was abundant doubt as to the success of the Act, but the Government, when the three years had expired, had used every possible means of evading the promised inquiry and such inquiry had never been held. But it might be asked whether there was any real danger of an early attempt being made to extend the compulsory system of registration of title? Attempts had already been made to extend the Act, but without success. He did not profess to be an expert on the subject, and would therefore sum up by quoting from Mr. Rawle's address, where he said that the general opinion was that the system had no advantages which could compensate for the trouble, expense, and delay it caused in dealing with landed property, and that what was wanted was an inquiry into the results of the system in London, an inquiry which the Government were under a moral obligation to grant, though they had intimated that the convenient time for holding it had not yet arrived.

INQUIRY ASKED FOR.

Mr. A. P. JAMES, vice-president of the Cardiff Law Society, moved: "That in the interests of the public there should be no extension of the system of compulsory registration of title (by rules or otherwise) until a full and impartial inquiry had been held into the working of the system since the passing of the Land Transfer Act of 1897." He said the opinion of his society, and of solicitors in South Wales generally, was that compulsory registration would mean to the public immense additional expense. Theirs was a mineral country. The coal was let on long leases; it was not sold, but let. The properties were very much cut up, and an enormous number of people were interested in very small properties, but they clung and stuck to them as was the case in Ireland. He did not know what would have happened if all these people had been entered on the register, or where the expense would stop, and whether it would be worth while dealing with property at all under these circumstances. The desire for an inquiry was thoroughly appreciated by his society.

Mr. E. C. PETGRAVE, ex-president of the Bath Law Society, seconded the motion. He said he was perfectly satisfied that, with a very few limited exceptions, the method of conveyancing at the present time could not be

improved upon. Where expedition was desired it could be given. Conveyancing matters, instead of dragging on for days and months, as they used to do in former generations, could now be settled very frequently within a week. With regard to the question of remuneration, he said without fear of contradiction that the remuneration given to solicitors at the present time was most niggardly and parsimonious. But what was offered as an alternative to the present system? Officialism! And they knew perfectly well that the expedition with which solicitors carried out conveyancing matters could not prevail where officials were concerned if there was the congestion which was sure to take place in the courts and offices. Then there was the matter of publicity. They might say what they liked as to clerks and officials keeping secret what came before them, but there would be a publicity to which the British public, he was satisfied, would very strongly object. The present system was cheap, but that which was carried out by means of an organized staff would he dilatory and expensive. Solicitors simply asked for an inquiry, and if that shewed that officialdom could carry out the system, by all means, in the interest of the public, let officialdom do so; but he had no fear as to the result of such an inquiry. He was familiar with a great deal of the agitation which had been going on, and could carry his memory back for a great many years, and he was bound to say that in a certain place in the neighbourhood of Lincoln's-inn-fields conveyancing was carried on in a somewhat expensive and dilatory manner. But that did not apply to the provinces. The system of conveyancing as carried on in the provinces proceeded smoothly and as pleasantly as was possible for any system. He had taken part in law reform throughout his long career as a solicitor, but he believed that compulsory registration was not for the good of the public.

Mr. F. Oddin Taylor, J.P., D.L., president of the Norfolk and Norwich Law Society, said he had had the honour of being three years an extraordinary member of the Council of the Law Society, and was also on the Land Transfer Committee, and had therefore seen some of the workings of the matter behind the scenes, and he did say that the way in which this had been pressed on the country by the Government and the permanent officials was grossly unfair. Those who had read the papers of Mr. Rubinstein and Mr. Kimber and the address of Mr. Rawle, which had been read at the provincial meeting at Portsmouth, would know that undoubtedly when the matter was first brought before the public there was a distinct guarantee that there was to be an experiment only That was the opinion expressed by the highest legal authority and it was backed up by the *Times*. But notwithstanding this they were faced at the present moment with the probable intention to extend this system of compulsory registration throughout the country. This should be opposed by all the means in their power, as they believed it would be disadvantageous to the public. He had had some small experience of registering titles in London, and his experience was that, whilst the charges of the office had to be met, solicitors had to make further costs of registration, entailing upon the several purchasers additional expense. The long bills of costs and the delays of former days had disappeared under the reforms of the law. The Act would not lead to a saving of expense to the public; it would not abolish delays. At present there was nothing to prevent a man giving instructions to prepare a conveyance, and for the matter to be carried out within forty-eight hours. It would also lead to a greater evil—that of officialism. It must be borne in mind that the increase of officialism would mean a large addition to the rates and taxes of the country, and if they were to establish in every town, as would be the case in towns of 5,000 or 10,000 inhabitants, a district registry, how great would be the expense! The present fees in the Land Transfer Office had increased by leaps and bounds, but what would they be if hundreds of towns had their separate registries? It was the duty of the provincial solicitors to band themselves together to prevent the extension of the operation of the Act. He had always felt when he was a member of the Law Society Council that it would be advantageous if there were a larger representation of provincial members upon the Council. He had advocated that, as had his society, and he had presented a petition from members of his society with a view to an increase of the provincial representatives, for he thought that that would be greatly to the advantage of the Law Society. Of course, even assuming that the members of the Council were equally divided in the provinces and London, London members would have a great majority because it was impossible for either extraordinary members or ordinary members living at long distances away to be so regular in their attendance as the London members. He thought that if this alteration were made it would be to the advantage of the society and would result in an increase of members of the society in the provinces.

Mr. T. M. Whitehouse (Wolverhampton) said he had had only three cases in the registry and the cost in these had been, in consequence of the office fees, one half more than would have been the case under the old system. He was afraid there were one or two persons who were bent upon forcing the Act upon the country whether it were beneficial or not. He was told also that circulars had been sent out begging and praying that the people in the provinces should register their titles. The majority of the registrations were of possessory titles, which were of little value. He then referred to some correspondence which had taken place in the *Morning Post*, where Mr. Edward Wood, secretary of the Temperance Building Society, looked on registration as a costly system, and pointed out that the cost to a man purchasing a house in London for £400, of which £300 would be borrowed, would be between £15 and £16, or £3 15s. more than under the old system, and then he added that his society dared not accept a title without subjecting it to precisely the same investigation as it would have had to undergo if it had not been on the register. That meant that where there was a possessory title on the register there was so much uncertainty that no solicitor would feel himself safe unless he conducted the same examination into the title as he did at the present time He was told that the delay was very great, and that the costs were very considerable. He urged that they were there, not in the interests of solicitors, but in the interests of their clients and the public, and if this absurd scheme should be imposed upon upon the country, it would be an infliction such as it had never before experienced.

The resolution was carried unanimously and with acclamation.

Co-operation of the Profession.

Mr. F. M. Hull, president of the Liverpool Law Society, moved: "That the Council of the Law Society, the Associated Provincial Law Societies, and the Yorkshire Union of Law Societies be requested to take immediate steps to obtain the active co-operation of the whole of the profession for the purpose of staying any extension until an inquiry has been held, and that the above-named bodies in co-operation use their best efforts to assist in that object, and also to obtain from all candidates at the forthcoming general election pledges to vote for an inquiry if elected." He suggested that the word "immediate," which did not seem appropriate, should be left out. When his society first received the circular convening the meeting they were in some doubt about the matter, as they thought the meeting was premature, and also that a meeting of country solicitors in their individual capacity was not likely to be so unanimous or to carry so much weight as if it had been attended by solicitors representing their various societies, but some members of the Yorkshire society had been good enough to come to Liverpool and explain that their one desire was to act in complete accord with the council of the Associated Provincial Law Societies. The Liverpool Law Society hoped that in the future they might claim from the Yorkshire society their cordial co-operation in other matters, except, of course, in those that purely and solely affected Yorkshire. There could be no question about the matter, and every provincial society was sure to express a strong opinion upon it. He suggested that these two resolutions should be communicated to the Council of the Law Society, the Associated Provincial Law Societies, and the Yorkshire Union, and then they, at any rate in Liverpool, would take care that the Associated Provincial Law Societies should be summoned at an early date. He then thought that possibly they might agree to form a joint executive committee to watch the future proceedings which might be adopted and take proper means of dealing with the subject. They were all bound to do their best to give effect to the resolution which had already been passed. But he wished to emphasise the fact that they hoped most strongly that the opposition would be carried out through the recognized channel of their society.

Mr. J. R. Richards, president of the Swansea Law Society, seconded the motion. He suggested that the word "early" should be substituted for "immediate."

Mr. Hull agreed to the alteration.

Mr. Osborne, Shropshire Law Society, said he did not quite agree with that part of the resolution which referred to the general election. They ought to get at their members at the earliest possible moment.

Mr. C. R. B. Eddowes, vice-president of the Derby Law Society, thought there was no body of men better fitted to say whether registration was fit for the country or not than the solicitors, but unfortunately solicitors were very considerably interested in registration, he meant pecuniarily. He did not think they would be able to convince the average layman that when a solicitor said he was acting in a manner like this in the interest of his clients and of the public that he really was so doing, and if the public found solicitors all over the country passing resolutions against the measure they would only come to the conclusion it was from a fear that some of the loaves and fishes were about to be taken from them. He suggested that after the words "the whole of the profession" there should be added, "and others interested in the transfer of land." There were others throughout the country besides the solicitors who were interested, and amongst them were those whom they wanted to assist in carrying out the object they had in view—namely, either the doing away with, or at all events postponing, the operation of compulsory registration in England. The resolution would only suggest that they should have the assistance of the large banks, insurance companies, land companies, building societies, wealthy noblemen, landed proprietors, and others, all of whom would be largely affected. If what the meeting said was true, all these bodies would be deeply interested, possibly even more than the solicitors.

Mr. Hull expressed his willingness to accept the alteration. He also suggested that the motion should end with the word "object."

Mr. Arthur Browne (Nottingham) reminded them that at the meeting at Portsmouth it was suggested that solicitors should interview their Parliamentary representatives at once. He did not see why they should wait for the general election. They were given to understand at Portsmouth that this notion was in the Lord Chancellor's brain, and that it was his intention to foist upon the country before the dissolution of Parliament this compulsory registration. It was then understood that the Law Society was to issue a sort of brief by way of instruction to the different law societies to make use of their influence with their individual members. The Nottingham Law Society had been about to take steps in that direction, but the movement was stopped because some thought it was premature to meet the foe before he shewed himself. His idea was to meet him half way. He took a very strong view that they ought to take steps immediately. He suggested that the following words should be substituted for the last words of the motion: "To influence their local members of Parliament to resist such extension," and he would move this as an amendment.

The Chairman said they were getting a little out of order. He would put to the meeting the motion so far as it had been agreed upon—namely, down to the word "object"—and Mr. Browne could then move as he had suggested. He accordingly put the resolution as follows: "That the Councils of the Law Society, the Associated Provincial Law Societies, and the Yorkshire Union of Law Societies be requested to take early steps to

obtain the active co-operation of the whole of the profession and others interested in the transfer of land for the purpose of staying any extension until an inquiry has been held, and that the above-named bodies and persons in co-operation use their best efforts to assist in that object."

The motion having been unanimously agreed to,

Mr. BROWNE moved: "That with a view to carrying out the above resolutions, the law societies throughout the kingdom be requested to influence their local members of Parliament to resist the extension of the Land Transfer Act."

Mr. J. S. DICKINSON, president of the Leicester Law Society, said that a great number of resolutions had been passed against the extension of the Act, and resolutions to that effect had been sent to the authorities from no less than eighteen boroughs. If the authorities would not regard these resolutions and petitions, they would not take much notice of one from solicitors. He thought they would agree with Mr. Browne's suggestion that the local societies should get interviews with members of Parliament, and in conversation endeavour to make them acquainted with the question, and get them to promise their assistance. He would therefore second the motion.

Mr. TURNBULL suggested that the motion should be made to read, not that the members should oppose the extension of the Act, but rather that it should call for inquiry. He thought they might do more harm than good by shewing that their object was the stopping of the Act. By asking simply for an inquiry they would be on safe lines.

The CHAIRMAN said they wanted an inquiry, but they also wanted the hands of the clock stopped until that inquiry had been held. He then put the motion as follows: "That with a view to carrying out the previous resolution the provincial law societies individually bring their influence to bear upon their local members of Parliament to oppose such extension until after a public and impartial inquiry has been held."

This motion was also unanimously adopted. The complete resolutions therefore read: (2) "That the Councils of the Law Society, the Associated Provincial Law Societies, and the Yorkshire Union of Law Societies be requested to take early steps to obtain the active co-operation of the whole of the profession, and others interested in the transfer of land, for the purpose of staying any extension until an inquiry has been held, and that the above-named bodies and persons in co-operation use their best efforts to assist in that object. (3) That, with a view to carrying out the above resolutions, the provincial law societies individually bring their influence to bear upon their local members of Parliament to oppose such extension until after a public and impartial inquiry has been held."

PRACTICAL.

Mr. J. R. FORD, president of the Leeds Law Society, moved: "That copies of the above resolutions be forwarded to the Lord Chancellor, the Prime Minister, and other members of the Cabinet, and the law societies."

Mr. J. CAMERON, vice-president of the Liverpool Law Society, thought that all that was necessary was that copies of the resolutions should be sent to the three bodies to whom they were properly confiding the charge of the inquiry.

Mr. FORD said that on second thoughts he agreed with what had been said by Mr. Cameron. He would withdraw the words in question and confine the motion to sending copies to the three bodies named in the resolution and to the provincial law societies throughout the kingdom.

Mr. CAMERON seconded the motion, which was unanimously adopted in the following form: "That copies of the previous resolutions be forwarded to the bodies mentioned in the second resolution, and to all the provincial law societies."

VOTE OF THANKS.

Mr. FORD moved a vote of thanks to the chairman and to the members of the Derby Law Society who had so kindly arranged the meeting, also to the directors of the Midland Railway Co. for the use of the room.

Mr. HULL seconded the motion, which was carried unanimously.

The CHAIRMAN, having briefly returned thanks, the proceedings terminated.

Cases of the Week.

Court of Appeal.

MOUNT LYELL MINING AND RAILWAY CO. *v.* COMMISSIONERS OF INLAND REVENUE. No. 1. 7th Dec.

REVENUE—STAMP—DEBENTURES—"MARKETABLE SECURITY"—"GIVEN IN SUBSTITUTION FOR A LIKE SECURITY"—STAMP ACT, 1891 (54 & 55 VICT. c. 39), SCHEDULE I.

Appeal from the judgment of Channell, J., upon a case stated by the Commissioners of Inland Revenue under section 13 of the Stamp Act, 1891 (reported in 1904, 1 K. B. 757). In 1899 the North Mount Lyell Copper Co. (Limited) (hereinafter called the North Co.), being a company registered under the Companies Acts, 1862 to 1893, issued under the seal of the company a series of debentures of varying amounts, whereby they promised to pay to bearer, or, when registered, to the registered holder, the respective amounts thereof. In order to secure such debentures a trust deed was on the 7th of December, 1898, executed between the North Co. of the one part, and General Sir Hugh Gough and William Jacks (as trustees for the debenture-holders) of the other part, containing the conditions usual in such trust deeds. By an agreement dated the 22nd of May, 1903, made between a company called the Mount Lyell Mining and Railway Co. (Limited) (being a company registered under the laws of the State of Victoria) of the one part, and the North Co. of the other part, it was provided that a new company should be incorporated to take over the assets and liabilities of the companies parties thereto, including the liability of the North Co. to the debenture-holders, to whom debentures in the new company were to be given as therein provided. By a subsidiary agreement, dated the 18th of June, 1903, it was provided that every holder of debentures of the North Co. should deliver up the debentures held by him and accept in lieu thereof debentures of an equivalent amount in the new company to be formed as aforesaid; such debentures were to be framed and secured as therein mentioned, and by clause 5 the delivery of such substituted debentures was to be accepted in satisfaction of the liability of the North Co. to him under the said debenture trust deed and debentures. By an agreement dated the 6th of August, 1903, and made between the aforesaid Mount Lyell Mining and Railway Co. (Limited), of the State of Victoria, of the first part, the North Co. of the second part, and Alfred Mellor, on behalf of a company which it was contemplated should be formed under the laws of the State of Victoria, under the style of the Mount Lyell Mining and Railway Co. (Limited) (the appellant company), of the third part, it was agreed to sell the respective undertakings of the old companies to the appellant company when incorporated, and as to the assets of the said North Co. subject to the existing mortgage debentures to be satisfied by the issue of debentures of the appellant company as therein provided. On the 11th of August, 1903, the appellant company was duly incorporated under the laws of the State of Victoria, in the Commonwealth of Australia, and by deed of that date it duly adopted under seal the last-mentioned agreement. A holder of one of the above-mentioned debentures payable to bearer issued by the North Co. surrendered such debenture at the office of the appellant company in London, and in lieu thereof received the debenture payable to bearer under the seal of the appellant company which is the subject of adjudication In accepting such new debenture he acted under the agreement of the 18th of June, 1904, and he thereby released and gave up all right against the North Co. and all rights in respect of the first-mentioned debenture. The appellant company contended that the instrument in question fell to be charged only with substituted security duty at the rate of 6d. for every £20 thereof. The commissioners, being of opinion that the instrument in question was a marketable security, being a security transferable by delivery, and bearing date after the 6th of August, 1885, by reference to the heading "Marketable Security," sub-head 3, in the first schedule to the Stamp Act, 1891, and that it was not within the fourth sub-head of that heading, assessed the duty at 1s. for every £10 and for every fractional part of £10 of the money thereby secured. The question was whether the commissioners were right. In the schedule to the Stamp Act, 1891, under the heading "Marketable Security," sub-head 3 is as follows: "Marketable security (except a Colonial Government security), being a security transferable by delivery and bearing date or signed or offered for subscription after the 6th of August, 1885.—For every £10 and also for every fractional part of £10 of the money thereby secured—1s." Sub-head 4 is as follows: "Marketable security (except a Colonial Government security), being such security as last aforesaid given in substitution for a like security duly stamped in conformity with the law in force at the time when it became subject to duty.—For every £20 and also for any fractional part of £20 of the money thereby secured—6d." Channell, J., held that as the debentures of a colonial company were given in exchange for the debentures of an English company, the former were not "given in substitution for a like security," within the meaning of those words in sub-head 4 of "Marketable Security," and that, therefore, the commissioners were right.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal, holding that, as the debtors were not the same in both cases, and as probably the property charged was not the same, the debentures in the colonial company were not "given in substitution for a like security" so as to entitle the new debentures to be stamped with a duty of 6d. for every £20 of the money secured thereby.—COUNSEL, *W. F. Hamilton*, K.C., and *Edgar Elgood*; *Sir Robert Finlay*, A.G., and *S. A. T. Rowlatt*. SOLICITORS, *James White & Leonard*; *Solicitor of Inland Revenue*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

UNDERGROUND ELECTRIC RAILWAYS CO. OF LONDON (LIM.) *v.* COMMISSIONERS OF INLAND REVENUE. No. 1. 6th Dec.

REVENUE—STAMP—STAMP ACT, 1891, s. 51 (2).

Appeal by the Crown from the judgment of Channell, J., upon a case stated by the Commissioners of Inland Revenue, pursuant to section 13 of the Stamp Act, 1891 (reported in 53 W. R. 61; 1904, 2 K. B. 198). By an agreement dated the 25th of June, 1902, and made between the Metropolitan District Electric Traction Co. and the Underground Electric Railways Co. of London, after reciting that the former company had lately procured the latter company to be incorporated under the Companies Acts with a nominal capital of £5,000,000 divided into 500,000 ordinary shares of £10 each, it was provided that the Traction Co. should sell to the new company its undertaking and assets, and that part of the consideration for the sale should be the sum of £500,000, to be paid in cash; and by clause 3, the profits of the new company available for dividend in respect of each year were to be applied (1) in payment of a cumulative dividend at the rate of 5 per cent. per annum on the amount for the time being paid up on any shares issued by the new company; and (2) in payment to the Traction Co. or its assigns "as a further part of the consideration for the said sale such a sum as shall be equal to a dividend of 3 per cent. on the amount for the time being paid up on such of the original ordinary share capital of £5,000,000 in the new company as shall for the time being have been issued by the new company." In July, 1902, the agreement was presented to the Inland Revenue authorities for the purpose of being stamped. At the date of the agreement the whole of the ordinary share capital of £5,000,000 had been issued, but only £1,300,000 had been paid up, and the commissioners found that £39,000 was the sum which was equal to a dividend of 3 per cent. upon the £1,300,000. The

commissioners held that the 3 per cent. specified in clause 3 (2) of the agreement was contingently payable either in perpetuity or for an indefinite period within the meaning of section 56, sub-section 2, of the Stamp Act, and that the duty was chargeable upon the annual amount—£39,000—multiplied by twenty, and they therefore added this sum of £780,000 to the amount on which the company had to pay *ad valorem* duty of 10s. per cent. Channell, J., held that the sum of 3 per cent., though part of the consideration, was too uncertain to enable it to be brought into the account for the purpose of increasing the *ad valorem* stamp duty payable under section 56, sub-section 2, of the Stamp Act, 1891.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said that this sum of 3 per cent. was a sum of money payable periodically for an indefinite period not terminable with life, within section 56, sub-section 2, of the Stamp Act, 1891. It was said, however, that "money payable" in that sub-section meant money payable absolutely, and that as this sum was payable contingently the section did not apply. In his opinion the words included money payable either absolutely or contingently. In *Mortimore* v. *Inland Revenue Commissioners* (2 H. & C. 838) it was held that the word "debt" in a former Stamp Act included a contingent as well as an absolute debt. There was no distinction in that respect between the word "debt" and the words "money payable." At the date of the agreement the capital of the company had been paid up to the extent of £1,300,000, and this was a fixed minimum upon which the 3 per cent. was payable. The Crown was therefore entitled to duty.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Sir Robert Finlay*, A.G., and *S. A. T. Rowlatt; Roskill*, K.C., and *Austen-Cartmell*. SOLICITORS, *Solicitor of Inland Revenue; Bircham & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re **LAW. LAW** *v.* **LAW.** No. 2. 7th, 8th, 9th, 10th, 11th, 12th, 14th Nov.; 5th Dec.

PARTNERSHIP—SALE TO MANAGING PARTNER OF ANOTHER'S SHARE—ASSETS UNDISCLOSED IN BREACH OF PURCHASER'S DUTY—ACTION FOR PURCHASE-MONEY—ACTION FOR FRAUDULENT MISREPRESENTATION SETTLED—FURTHER UNDISCLOSED ASSETS—ELECTION.

Appeal of the plaintiff John Law from a judgment of Kekewich, J. (reported 20 Times L. R. 295), in an action brought by William Law, deceased, for the purpose, *inter alia*, of setting aside a sale to his brother James Law of all William's share and interest in the co-partnership of John Law & Sons, woollen manufacturers, of Greetland, Yorkshire. The business had been carried on by four brothers, from 1874 until the successive deaths of two of them, Samuel in 1893, and Joseph in 1899, left it in the hands of James and William. The partners were entitled to the concern in equal shares, but there were no partnership articles. Joseph left his property equally between his surviving brothers. After his death James managed the business and William lived in London and took no part in it beyond attending to such matters as required to be transacted in London, payments averaging about £50 a month being made to him as his share of the profits. He was ignorant of the financial position of the firm, not having, for some years, seen any partnership accounts with the exception of an account made out for the purpose of probate on Joseph's death, and in which the excess of assets over liabilities was shewn as £33,814 14s. 9d. An account of Joseph's estate was sent him at the same time. Early in 1900 a proposal was made by James to buy William's share for £10,000, and the latter sent a solicitor named Lacy to Greetland with full powers, who, after one or more interviews with James, his daughter Rachel Law, and a solicitor named Garsed, agreed on a sale for £21,000 which was to include William's interest as well in the business as under Joseph's will. This sale was carried out by two indentures dated the 2nd of July, 1900, half of the purchase-money then being paid and the balance secured by a bond and payable six months later. William's view of the transaction was that it was concluded by Lacy on Garsed's assurance that the partnership account above referred to was correct, and that there were no partnership assets undisclosed; but this view was disputed by the defence. The balance of the purchase-money was not paid until William, who had assigned the bond to trustees, had, with them, instituted proceedings for its payment. After the execution of the deeds William discovered the existence of a large amount of undisclosed assets of the partnership, and he brought another action in the Queen's Bench Division for damages for fraudulent misrepresentation. An agreement, however, was come to on the 15th of February, 1901, that all charges of fraud should be withdrawn and that £3,550 should be paid to William in full discharge of all his claims whatsoever, and in particular of all his claims on the partnership assets and under the will of Joseph Law. This agreement was carried out, and the action stayed by order dated the 25th of February, 1901. Subsequently William discovered that still further undisclosed assets existed and had existed at the date of the sale, and he commenced the present action against Rachel Law and L. H. Longbotham, the executors of James (who had died in August, 1901), and against the executor of Joseph, to have the deeds of the 2nd of July, 1900, the agreement of the 15th of February, 1901, and the order of the 25th of February, 1901, set aside, and accounts and inquiries taken and made for the purpose of ascertaining the true value of his share, his contention being that James, as his partner, owed him a duty to make full disclosure of assets, both at the date of the sale and of the agreement of February, 1901. William died in March, 1903, having appointed as his executor his son John, who was the present plaintiff. The learned judge, after remarking that the statement of claim contained what amounted to allegations of fraud which had not been proved, said the claim was mainly rested on *uberrima fides*—a question into which it was not necessary to go, because the agreement of the 15th of February, 1901, on which he based his judgment, put an end to any duty, if it ever existed, on the part of James Law to make disclosures to William. This was so on technical grounds, but his lordship preferred to decide the case on a common-sense basis. The late plaintiff brought the action in the Queen's Bench Division with full knowledge that it would involve going thoroughly into the partnership accounts and the value of the assets, in order to ascertain what his share ought to have been in July, 1900. Yet he thought it wise to settle the action for £3,550, and he could not afterwards go into the question of further undisclosed assets. The action was dismissed, and the plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) in a considered judgment, which was read by COZENS-HARDY, L.J., dismissed the appeal. Their lordships held that, while it was clear law that when one partner sold to another a share in the partnership business, a duty rested on the purchaser who knew, and was aware that he knew, more about the partnership accounts than the vendor, to put the latter in possession of all material facts with reference to the partnership assets, and if he did not do this the sale might be set aside, yet in the present case it was not possible, after the settlement of the 15th of February, 1901, for William Law to re-open the transaction of sale. He was aware before that settlement that there were further undisclosed assets, and suspected there might be more. It was open to him to claim his full rights or to compromise, and he chose the latter course. He had had counsel's advice. He deliberately made his election and must be bound by it: *Clough* v. *London and North-Western Railway* (20 W. R. 189, L. R. 7 Ex. 34). It could not be sufficient to allege and prove that if the action had been fought out damages would have been recovered greatly in excess of £3,550. No separate and independent fraud was even alleged in bringing about the settlement of the 15th of February. William might have been induced to settle by representations as to his brother's health, but those representations were not untrue. He was not induced by any assurance on the part of James or his advisers that there were no other suppressed assets. But the case against the appellant's claim to rescind did not rest there. There was the action on the bond, brought by William and the trustees to whom he had assigned it, to recover the balance of the purchase-money. That action was stayed, on payment of the balance with interest and costs, four days before the writ was issued in the action for damages on the 22nd of January, 1901; so that William, with knowledge that the sale might be upset or that damages might be recovered, deliberately postponed proceedings with that view until after he had obtained payment of the balance of the purchase-money, to which he had no title except on the footing that the sale was not to be set aside. It was too late for William to repudiate the contract of which he had thus deliberately secured the benefit. It had been argued that the duty resting on the purchasing partner continued in full force up to and after the settlement of the action, so that James could not rely on a binding election by William, unless and until full disclosure had been made, but their lordships knew of no authority for that proposition, and it seemed contrary to principle. They were of opinion that Kekewich, J., was right in the view he took of the effect of what was done in January and February, 1901.—COUNSEL, *Neville*, K.C., and *F. Thompson; Sir Edward Clarke*, K.C., *P. Ogden Lawrence*, K.C., and *George Lawrence; Warmington*, K.C., *Younger*, K.C., and *Austen Cartmell*. SOLICITORS, *Barfield & Barfield; Bower, Cotton, & Bower*, for *Longbotham & Sons*, Halifax; *Robbins, Billing, & Co.*, for *J. L. Garsed*, Elland.

[Reported by R. HILL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **LADY ANNALY'S TRUSTS. LADY ANNALY** *v.* **BOURKE AND OTHERS.** Kekewich, J. 7th Dec.

TENANT FOR LIFE—IRISH LAND ACTS—COVENANT FOR SETTLING AFTER-ACQUIRED PROPERTY—INTERPRETATION.

By the will and codicil of her late father, Henry, Viscount Clifden, Lady Annaly, in the events which had happened, became entitled as tenant in tail to his real estates. Upon her marriage with Lord Annaly these estates were settled upon the usual limitations by an indenture of settlement dated the 23rd of July, 1884, hereinafter called the real estate settlement. Upon the same date, certain funds, to which Lady Annaly was entitled, were settled on very similar trusts by an indenture of settlement of personal estate, hereinafter called the personal estate settlement. The said settlement contained a covenant to settle after-acquired property excepting, *inter alia*, her estate or interest in the real estates settled by the real estate settlement hereinbefore mentioned. Portions of the real estate settled by the said deed, which were situate in Ireland, were sold to tenants under the Irish Land Act, 1903 (3 Ed. 7, c. 37), and realized gross £340,380. Lady Annaly, as vendor, was, in consequence, entitled to a bonus of £40,845 under section 48 of the said Act, and she was entitled to it for her own use under section 3 of the Irish Land Act, 1904 (4 Ed. 7, c. 34). The question arose whether under such circumstances the bonus should be brought into settlement under the covenant, in the personal estate settlement, for after-acquired property.

KEKEWICH, J., in the course of his judgment said: The question under consideration is whether the bonus received by the tenant for life, arising out of the sale of her Irish estate under the Irish Land Act of 1903 belongs to her for her own use, notwithstanding the personal estate settlement, or whether she must bring it into settlement under the covenant for after-acquired property. The covenant is to settle property to which she is or shall become entitled. She is now entitled to this bonus; the Act of 1903 has given it to her, and the Act of 1904 has given it to her for her own

use. If we stopped there it would be within the covenant. But the covenant excepts, *inter alia*, her estate or interest in the real estate settlement. Is this bonus an estate or interest in that land? It is not an estate, of course, in the strict sense of the word. It is a gift to the vendor, so that it cannot be said to come out of the land, and, of course, strictly it is not an interest in the land. But I must give it some meaning. I have here much assistance from the judgment of Ross, J., in the case cited to me: *Re Ely's Estates* (1901, 1 I. R. 66). On p. 86 of the report he says: "With respect to the bonus I am now of opinion, having regard to the nature and the circumstances under which it is acquired, that a court of equity ought not to allow the tenant for life to appropriate the by-product of the sale to his own use. It must fasten a trust upon it in his hands and compel him to hold it for all other parties who take under the settlement as well as for himself." It was in consequence of this judgment that the Legislature in 1904 gave the bonus to the tenant for life for his sole use (Irish Land Act, 1904). But this is an authority as to whether the tenant for life holds as trustee for the settlement before the Act of 1904. This bonus which Lady Annaly gets is something so closely connected with the land that I must regard it as an interest in these hereditaments; it is not affected in consequence by the covenant. Of course, under the Act of 1904 she keeps it for herself. Costs of all parties out of the bonus.—Counsel, *Ogden Lawrence*, K.C., and *Geo. Lawrence; Stewart Smith*, K.C., and *Cozens-Hardy; F. Wright*. Solicitors, *Foyer & Co.*

[Reported by Maurice N. Drucquer, Esq., Barrister-at-Law.]

H. SEDDON AND THE LONDON SALT CO. (LIM.) *v.* THE NORTH-EASTERN SALT CO. (LIM.), THE CLEVELAND SALT CO. (LIM.), THE TEES SALT CO. (LIM.), SIR CHRISTOPHER FURNESS, THE OWNERS OF THE MIDDLESBROUGH ESTATES (LIM.), THE SALT UNION (LIM.) AND G. HEWITT. Joyce, J. 2nd, 3rd, 5th, 6th 7th, and 8th Dec.

Contract for Purchase of Shares in Company—Innocent Misrepresentation—Contract Completed—Rescission Asked For, but Refused.

The plaintiff Seddon was a salt manufacturer at Middlewich and sold salt on the London market. The defendants, the Cleveland Salt Co. (Limited), the Tees Salt Co. (Limited), Sir Christopher Furness, the Owners of the Middlesbrough Estate (Limited), and the Salt Union (Limited) (hereinafter called the salt manufacturing firms), were entitled to substantially the whole of the shares of the North-Eastern Salt Co. (Limited), whose business was to sell salt in London and elsewhere. The salt manufacturing firms did not sell salt direct to customers, but sold it to the North-Eastern Salt Co. The London Salt Co. was a company formed on the 11th of February, 1903, with a capital of 5,000 shares of £1 each, which traded in London in the sale of salt and dry salt goods, and part of whose business was the disposal in the London market of salt consigned by the North-Eastern Salt Co. and the salt manufacturing firms. The whole of the shares were under the control of the salt manufacturing firms (other than the Salt Union (Limited)), and the defendant G. Hewitt. In September, 1903, Seddon entered into negotiation for the acquisition of the business of the London Salt Co. by the purchase of all the shares in the company. The negotiations were carried on with W. W. Storr, a director of the Cleveland Salt Co. and the North-Eastern Salt Co., and chairman of the London Salt Co., and the defendant Hewitt, who was the managing director of the London Salt Co. At an interview on the 23rd of September, at which both Storr and Hewitt were present, Hewitt told Seddon that up to the 30th of September, 1903, the London Salt Co. had made a loss, according to the weekly profit and loss sheets, of something about £200 and not more than £250. The plaintiff shortly afterwards purchased 1,680 shares from the defendant Hewitt on which 17s. 6d. had been paid for £1,670 and the remaining 3,320 shares in the company from the salt manufacturing firms for £2,905, relying, as he alleged, on these representations which he said were made by Storr and Hewitt on behalf of the salt manufacturing firms, and by Hewitt on his own behalf, to induce him to purchase the shares. The plaintiff further agreed to take from the North-Eastern Salt Co. all the common salt required by the London Salt Co. for seven years. The plaintiff alleged that the representations made to him were untrue, and that the loss which the London Salt Co. had made up to the 30th of September, 1903, as shewn by the company's accounts as afterwards audited instead of from £200 to £250, was not less than £1,200 and that the total actual trading loss on the company's accounts if properly and fully taken was not less than £2,400. Also, that the North-Eastern Salt Co. and the salt manufacturing firms had sold salt on the London market to the customers of the London Salt Co. The writ in this action was issued on the 20th of January, 1904. The plaintiff Seddon claimed rescission of the purchase of the shares of the London Salt Co. and the repayment of the money paid for them; in the alternative damages, and an injunction against the salt manufacturing firms from selling salt in the London market to customers of the London Salt Co. The action against the Salt Union and the North-Eastern Salt Co. was dismissed in the course of the trial. For the defendants it was argued: (1) That the only misrepresentation alleged was on the 23rd of September prior to any negotiation for any sale of shares by Hewitt; (2) Storr had on that date no authority to bind anyone; (3) silence cannot in the absence of fraud give rise to any action for rescission; (4) the plaintiff did not rely on the misrepresentation, it did not induce the contract, and it is always essential to prove this in order to get rescission; (5) that the plaintiff with full knowledge did not disclaim at the earliest possible moment, and consequently must be held to have affirmed the contract; (6) that on the 12th of January the plaintiff elected to affirm the contract and claim damages rather than rescind; (7) there cannot be rescission after conveyance, whether of land or shares; (8) there was no evidence that the alleged misrepresentation was incorrect; (9) there cannot be rescission unless the parties can be restored to their original position. For the plaintiff it was contended that the decision of the Lords in *Foster* v. *Mutual Reserve Life Insurance Co.* (20 T. L. R. 715) had removed the necessity of repudiating a contract immediately. There was no distinction between executory and executed contracts as regards rescission, but the courts will always do that which is just. The partnership and grant of annuity cases are much nearer the present case than the conveyancing cases.

Joyce, J., said that the claim in the present case was two-fold—it asked first for rescission of the contract on the ground of misrepresentation, and secondly for an injunction. On the latter part of the case it was difficult to see upon what theory it was founded; there was no real evidence in support of it, and no more need be said about. As to the alleged misrepresentation, the plaintiffs' case appeared to be beset with difficulty. There was no allegation of fraud; indeed it was expressly disclaimed. Therefore rescission was asked for on the ground of an innocent misrepresentation, not of an executory but of an executed contract, as to which nothing more remained to be done. The matter, as had been said, was no longer *in fieri*. In *Wilde* v. *Gibson* (1 H. L. C., at p. 632) Lord Campbell said: "I must say that in the court below the distinction between a bill for carrying into execution an executory contract and a bill to set aside a conveyance that has bean executed has not been very distinctly borne in mind. With regard to the first, if there be, in any way whatever, misrepresentation or concealment, which is material to the purchaser, a court of equity will not compel him to complete the purchase; but when the conveyance has been executed, I apprehend, my lords, that a court of equity will set aside the conveyance only on the ground of fraud." And Lord Selborne, in *Brownlie* v. *Campbell* (L. R. 5 App. Cas., at p. 936), said: "The contract is ultimately entered into upon these terms. Passing from the stage of correspondence and negotiation to the stage of written agreement, the purchaser takes upon himself the risk of errors. I assume them to be errors unconnected with fraud in the particulars, and when the conveyance takes place it is not, as far as I know, in either country, the principle of equity that relief should afterwards be given against that conveyance unless there be a case of fraud, or a case of misrepresentation amounting to fraud, by which the purchaser may have been deceived." There was no doubt that that was a correct statement of the rule of equity. It was also a rule of law, as was shewn by what Blackburn, J., said in *Kennedy* v. *Panama, &c., Mail Co.* (L. R. 2 Q. B., at p. 587): "There is, however, a very important difference between cases where a contract may be rescinded on account of fraud and those in which it may be rescinded on the ground that there is a difference in substance between the thing bargained for and that obtained. It is enough to shew that there was a fraudulent representation as to any part of that which induced the party to enter into the contract which he seeks to rescind; but where there has been an innocent misrepresentation or misapprehension it does not authorize a rescission unless it is such as to shew that there is a complete difference in substance between what was supposed to be and what was taken so as to constitute a failure of consideration." In the present case the absence of fraud was a fatal objection to the action, and he would be justified in dismissing the action on this ground alone. But even if the plaintiff were right in his contention as to the facts the contract was not void but only voidable, and it was the duty of the plaintiff to repudiate it at the earliest possible moment. He did not do so, but went on for some time treating the property as his own. There never had been any suggestion of repudiating the contract until the commencement of the action. Upon the evidence no misrepresentation had been proved which had induced the plaintiff to enter into the contract. It was said that the misrepresentation had in fact been made by Hewitt in the presence of Storr, who said nothing. In one case it had been said that a misrepresentation might be made by a nod, wink, or even a smile, but it had never yet been held that mere silence would amount to a misrepresentation. The only representation that was made was that the weekly sheets only shewed a loss of £200 or £250, and that was true in fact. But even if there had been a misrepresentation it had no effect on the plaintiff, and he was not thereby induced to take the shares. Therefore the action must be dismissed.—Counsel, *Gore-Browne*, K.C., and *Muir Mackenzie; Younger*, K.C., and *A. M. Talbot; Montague Lush*, K.C., and *Saryant; Hughes*, K.C., and *H. E. Wright; W. F. Hamilton*, K.C., and *Nash*. Solicitors, *Grant, Bulcraig, & Co.*, for *Parker & Ayre*, Manchester; *Crump, Sprott, & Co.*, for *Archer, Parkin, & Archer*, Stockton-on-Tees; *Field, Emery, Roscoe, & Medley*, for *Batesons, Warr, & Wimshurst*, Liverpool; *J. H. Hortin*.

[Reported by R. Franklin Stubbing, Esq., Barrister-at-Law.]

***Re* THE EASTERN INVESTMENT CO. (LIM.).** Warrington, J. 13th Dec.

Company Winding-up—Close of Liquidation—Approaching Dissolution—Stay of Proceedings—Postponement of Dissolution—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 89.

Motion. In this case the court directed a stay of the proceedings in the winding-up of a company under section 89 of the Companies Act, 1862, for the purpose of postponing its dissolution, which would otherwise have taken place automatically on an early day. The above company, which was called in the case the "old company," was incorporated in 1895 to carry on financial and mining operations. In 1899 the Associated Share and Investment Co. (Limited) was formed for similar objects. The two companies having been to some extent acting in conjunction with each other, it was resolved to amalgamate them, and in April, 1903, an agreement was entered into by which the old company was to sell specified assets to the associated company in consideration of a certain number of fully paid-up shares in the associated company. Among the assets sold were certain interests and participations in mining claims and other property in the Transvaal, which were entered upon the local registry in trust for the persons equitably entitled (among whom was the old company) in various defined shares and proportions. In May, 1903, the old company went into voluntary liquidation. The liquidator transferred the

assets of the company to the associated company, which had changed its name to that of the New Eastern Investment Co. (Limited), and gave directions to the persons who held the claims upon the registry to hold them for the new company. These assets being disposed of, the liquidator, in pursuance of section 142, made up the account, called the general meeting, and made the return to the registrar of the result of the meeting. In consequence the company would become dissolved at the end of three months, on the 22nd of December, 1904. It was, however, found impossible to get the property of the old company in these claims and participations transferred direct to the new company, as in order to satisfy the revenue requirements of the Transvaal it was necessary that they should be first transferred to the old company and then transferred by the old company to the new company. There was not, however, time to get this done before the 22nd of December. Accordingly the court was moved to stay proceedings in the winding up of the old company under section 89 of the Act of 1862 so as to postpone its dissolution and allow time for the transfer to be made.

WARRINGTON, J.—It is admitted, on the authority of the Scottish case of *The Scottish Fluid Beef Co.* v. *Auld* (25 Rettie, 1056), that the court cannot stay the dissolution of the company under section 143, but it is asked to stay proceedings in the winding up on the view that if that is done the company must continue, and the operation of section 143 will be prevented. The case of *Re Crookhaven Mining Co.* (15 W. R. 28, L. R. 3 Eq 69) seems an authority for this view, although not for the particular order I propose to make. The words of section 89 seem to me to cover everything, and if the winding up continues until the dissolution, as I think it does, I think the company will be kept on foot. I shall therefore order that all proceedings on the winding up shall be stayed.—COUNSEL, *A. H. Jessel.* SOLICITORS, *Travers Smith, Braithwaite, & Co.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

POLENGHI BROTHERS v. DRIED MILK CO. (LIM.). Kennedy, J. 7th Dec.

CONTRACT—CONSTRUCTION—"PAYMENT ON ARRIVAL OF GOODS AGAINST SHIPPING OR RAILWAY DOCUMENTS"—RIGHT OF PURCHASER TO INSPECT BEFORE PAYMENT.

Action tried in Commercial Court. The plaintiffs agreed to sell by sample certain milk powders to the defendants. The agreement was dated the 20th of January, 1904, and contained, *inter alia*, the following clause: "Prices to be paid . . . 4½d. per lb. c.i.f. London . . . and 6d. per lb. c.i.f. London. . . . Payment to be made . . . in London on the arrival of the powders against shipping or railway documents, or with the vendors' consent by ninety days' bills to be guaranteed by two of the directors of the Dried Milk Co. (Limited), and approved by the vendors . . ." The goods arrived at the railway company's warehouse. The defendants refused payment until the bulk had been inspected. The plaintiffs claimed for a declaration (1) that under the terms of the contract the defendants, unless they rejected the shipments made under the contract, were bound to forthwith pay for the goods on arrival in London against the shipping or railway documents; (2) payment of £105 18s. 10d. due on tender by the plaintiffs of the documents. The defendants contended that the contract was a contract to sell and deliver, and not a c.i.f. contract, although the price was fixed on a c i.f. basis. The buyer had a right to inspect the goods before payment, and the clause in the contract did not exclude that right. The plaintiffs contended that by the express stipulation in the contract, as to payment in London on arrival of goods against shipping documents, the right to inspect could not be exercised before payment. The right to inspect and reject might be exercised after payment.

KENNEDY, J., held that the goods were arrived goods at the railway company's warehouse. They were goods in respect of which the sellers were in a position to tender to the buyer the shipping documents, and the defendants were not entitled to inspect under section 15 of the Sale of Goods Act, 1893, before payment. Judgment for plaintiffs.—COUNSEL, *Chaytor; Leck.* SOLICITORS, *M. Attenborough; A. P. Stokes.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

Lord Trayner, one of the Judges of the Second Division of the Court of Session, Edinburgh, is stated to have sent in his resignation. Lord Trayner is seventy years of age. He was called to the Scottish bar in 1858. He rapidly acquired a wide practice, especially in financial and shipping law. After acting as sheriff of Forfarshire he was raised to the bench in 1885.

A lecture in connection with the Solicitors' Managing Clerks' Association will be given on Monday next, in the Inner Temple (Lecture Room A), by Mr. F. R. Y. Radcliffe, K.C., on the subject of "Limitations on the Right to Light and Air." The chair will be taken at seven o'clock precisely by Mr. Thomas Rawle, President of the Law Society.

Mr. Justice Phillimore, says the *St. James's Gazette*, betrayed his literary culture in his comments on the alleged poisoning case from St. Helens. He could not understand why the prisoner should have thrown her boots into the water before plunging in herself, but recalled that in a great work of fiction by an eminent writer, who was a keen student of human nature, a similar incident is introduced. It is a pity the learned judge did not give a more definite clue to Mrs. Burndred's fictional prototype, but possibly some reader will be able to trace the reference.

Law Societies.

United Law Society.

A joint debate with the Gray's-inn Debating Society took place on Monday last in the hall of Gray's-inn. Mr. A. H. Richardson, of the United Law Society, moved: "That in view to the disclosures contained in the report of the Beck Commission this House is of opinion that a Court of Criminal Appeal should be constituted." Mr. Bernard Campion, of the Gray's-inn Debating Society, opposed. The speakers were Messrs. Lewis, Head, Neville Tebbutt, Aylen, Bickmore, Glyn Jones, Douglas, Weigall (all of the United Law Society), Mould, Bruce, Bullock (of the Gray's-inn Debating Society), and Mr. Wells Thatcher. Mr. Richardson replied. The motion was declared to be carried by 21 votes to 13. Mr. E. S. Cox-Sinclair, chairman of the United Law Society, proposed a vote of thanks to the treasurer and benchers of Gray's-inn for the use of the hall of the society, which was seconded by Mr. Forder Lampard.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 14th inst., Mr. J. Roger B. Gregory in the chair; the other directors present being Sir George Lewis, Bart., Sir John Hollams, and Messrs. Alfred Davenport, W. Dowson, Hamilton Fulton (Salisbury), L. W. North Hickley, W. G. King, C. G May, Richard Pennington, J.P., W. Arthur Sharpe, R. S. Taylor, Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £855 was distributed in grants of relief, and other general business was transacted.

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Dec. 6.—Mr. J. R. Sutcliffe in the chair.—After the transaction of special business the following moot was discussed: "Smith, an inventor and patentee of a hair-cutting machine, grants an exclusive licence of the patent to Brown, and Brown enters into the following covenant: 'The said Brown shall not, nor will, without the consent in writing of the said Smith, manufacture or sell any appliance to be used for the purpose of cutting hair, nor will he directly or indirectly be engaged in the manufacture, sale, or disposal of hair-cutting appliances, except such as are authorized by this licence.' The licence provides that any sums received on sale of foreign patents, or the right to manufacture in foreign countries, shall be divided between the parties. Brown breaks the covenant. Smith brings an action for an injunction. Will he succeed?" The speakers for the affirmative were Messrs. R. A. Willes, F. Foulston, A. J. Gateley, F. A. Platt, C. A. Brown, and J. D. H. Osborn; and for the negative, Messrs. T. H. Cleaver, J. J. Pritchard, W. W. Kentish, and T. B. Field. After the leaders on both sides had replied, the chairman very ably summed up, and the vote resulted: for the affirmative 17, and the negative 5.

Legal News.

Appointments.

Mr. S. A. T. ROWLATT, barrister-at-law, has been appointed Recorder of Windsor, in the place of Sir Alfred Lawrence, resigned on appointment as one of His Majesty's Judges of the High Court.

Mr. EDGAR FREDERIC GARDNER, solicitor, of Newport, Mon., has been appointed Official Receiver in Bankruptcy for the District of the County Court holden at Newport, Mon.

Changes in Partnerships.

Dissolutions.

GEORGE MORLEY SAUNDERS, DAVID MORTON NICHOLSON, and JOHN GOWER SAUNDERS, and the late Mr. BECKITT NICHOLSON, solicitors (Saunders & Nicholsons), Wath-upon-Dearne, Rotherham, Sheffield, and Doncaster. As regards the said Beckitt Nicholson by his death. The partnership which has since subsisted between us the said George Morley Saunders, David Morton Nicholson, and John Gower Saunders, practising as solicitors at the same places under the same style or firm, has been dissolved by mutual consent as from 30th September, 1904, at which date the said partnership expired by effluxion of time. [*Gazette*, Dec. 13.

Information Required.

CHARLES HENRY LAWSON, deceased.—Any person having the custody of or any information with reference to a Will made by the above-named deceased, late of Boundary-road, St. John's Wood, London, and of Manchester, civil engineer, is requested to communicate at once with Messrs. R. Miller, Wiggins, & Naylor, St. Stephen's-chambers, Telegraph-street, London, E.C.

THOMAS PALSER.—Heirs wish to discover Will of late Thomas Palser, Paper Maker, died January, 1833, Wotton-under-Edge, Gloucestershire. —Address, Fredk. Gardener, Elm Cottage, Far Rockaway, U.S.A.

General.

It is stated that Mr. Justice Bigham is suffering from a severe attack of sciatica, and that he will not return to the courts again before the judges rise for the Christmas holidays. According to present arrangements, however, he will act as Christmas Vacation Judge during the first part of the vacation, and he will attend at King's Bench Judges' Chambers on Thursday, the 29th inst.

A case of interest to music-hall frequenters was, says the *Daily Graphic*, tried at Salford on Wednesday, when a lady, who while sitting in the dress circle had her jacket and furs set on fire by a light dropped by an occupant of the gallery overhead, sued the owners of the Regent Theatre, Salford, for damages. The judge found for the defendants, on the ground that they had taken all reasonable precautions to prevent such an accident.

The *Pall Mall Gazette* understands that the Lord Chancellor and the Lord Chief Justice, in conjunction with the law officers, are carefully considering how effect can best be given to the recommendations of the Beck Committee for extending the powers of the Court for Crown Cases Reserved over the rulings of judges in criminal cases. It is probable a short Bill will be prepared on the subject for introduction by the Government during the coming session.

The following dates have been fixed by the judges going the South-Eastern Circuit in the winter of 1905: Mr. Justice Grantham.—Huntingdon, Wednesday, January 11; Cambridge, Friday, January 13; Ipswich, Tuesday, January 17; Norwich, Monday, January 23; Chelmsford, Monday, January 30. Mr. Justice Channell.—Hertford, Saturday, February 4; Lewes, Wednesday, February 8; Maidstone, Thursday, February 16; Guildford, Friday, February 24.

Mr. Justice Grantham appeared as defendant at the Lewes Petty Sessions on the summons which has been brought against him by the Chailey Rural District Council for an alleged offence against their building bye-laws. The dispute arose over the construction of some cottages for the working-classes on Sir William Grantham's estate of Barcombe, in Sussex. During the evidence on Tuesday, the learned judge is stated to have broken down and a painful scene took place. He quite gave way to emotion, leaning forward with his elbows on the table in front of him, and wiping the falling tears from his face.

In the course of July of this year, says the Rome correspondent of the *Times*, I had occasion to comment at some length on the case of Olivo, a self-confessed murderer, who was acquitted by a Milan jury. The verdict of the jury appeared so iniquitous in face of the evidence that the Court of Cassation procured the re-arrest of Olivo, and ordered a fresh trial at Bergamo. The jury of Bergamo have to-day (December 7th) followed the example of Milan, and acquitted the accused man again; it is said that they have done so as a protest against the action of the Court of Cassation. The first verdict was scandalous enough, it is difficult to describe the second.

In the High Court, on Wednesday, says the *Daily Graphic*, Mr. Eldon Bankes, K.C., applied to Mr. Justice Lawrance to allow a case set down as *Fourmet* v. *Chapman* to be first in the list for to-day. It was an action, he said, against a firm of solicitors for alleged libel. The libel was contained in a letter which was sent to a client, and its publication was to the clerks in the office. The defendant and his clerks had been brought up to London, and his business was therefore at a standstill. Among the witnesses, also, were the leading doctor and the only optician of Torquay. Mr. Justice Lawrance could not, he said, fix the case first, but though he could not tell counsel all that he knew, he could say there was a good chance of the case being reached.

Sir Francis Jeune, when he acceded to an application for the discharge of an order which he himself made the other day, remarked, says the *St. James's Gazette*, that the application was wholly unnecessary. Counsel, on the other hand, contended that the order itself was wholly bad. It once happened that a solicitor applied to Lord Westbury—then Sir Richard Bethell—in a matter upon which he had advised a good many years earlier. He now took an entirely different line from that which earlier he had pursued, and the attorney drew his attention to this fact. "Sir," replied Bethell, "it is a matter of astonishment to me that anyone capable of penning such an opinion should have risen to the eminence I have now the honour to enjoy." He was no more perturbed over the matter than when, making an application in the Court of Appeal, he was met from the bench with, "I thought, Sir Richard, that we took to-day only motions of course." "This, my lord," he answered, "is a motion of course, or the same thing; it is a judgment of——," and he mentioned a judge whom he hated.

A committee has been formed to raise a memorial to the late Mr. F. A. Inderwick, K.C. At a meeting held on the 29th of November, Lord Justice Mathew in the chair, it was resolved that subscriptions limited to one guinea should be invited from members of the bench and bar, and these may be sent to the hon. secretary, Mr. J. C. Willox, 1, Dr. Johnson's-buildings, Temple. The form of the memorial will depend upon the sum realized; but it is hoped to place a portrait or bust in the Bar Library. The following is a first list of members of the committee: The Lord Chief Justice, the Master of the Rolls, the President of the Probate, &c., Court, Lord Justice Mathew, Mr. Justice Gorell Barnes, the Attorney-General, the Solicitor-General, Sir E. Clarke, K.C., Sir Harry Poland, K.C., Mr. R. A. McCall, K.C., Mr. G. M. Freeman, K.C., Mr. Bargrave Deane, K.C., Mr. H. C. Richards, K.C., M.P., Mr. E. Marshall Hall, K.C., M.P., Mr. C. W. Mathews, Mr. W. T. Barnard, and Mr. A. Dauney, chairman Bar Library Committee. A memorial will be raised at Winchelsea by a local committee.

"The grand old name of gentleman," which Judge Tindal Atkinson has decided does not legally belong to a schoolmaster, has, says the *Globe*, usually come up for definition in the courts in connection with the Bills of Sale Acts. According to Mr. Stroud's Judicial Dictionary, the name has been accepted as a correct description of "one who has never had an occupation," "a coal agent who, having been dismissed, was, at the time, out of employ," and "a person who had been, but had ceased to be, a proctor's clerk and was occasionally collecting debts, but who lived chiefly on an allowance from his mother," but has been rejected as an incorrect description of "a clerk in the audit office," a solicitor's clerk out of regular employment," and "one who solicits orders on commission." "Gent," as well as "gentleman," has been defined in the courts. "He is an independent gent," said a witness in a case tried before Mr. Justice Wightman. "You mean a gentleman?" inquired the judge. "Yes, a gent," repeated the witness. "Oh, I see," replied the judge, "that's something short of a gentleman, isn't it?"

There was a numerous gathering at the Hotel Metropole on Monday afternoon, on the occasion of a presentation to Mr. and Mrs. John Morris in celebration of their golden wedding. The gift took the form of a portrait in oils of the recipients, painted by Mr. Hugh G. Riviere, together with an album containing an illuminated address and the names of the subscribers, an ivory figure of Louis XIV.; and, for Mrs. Morris, a diamond and pearl pendant. The movement for the presentation was initiated by Sir John Puleston, and was cordially supported by the friends of Mr. and Mrs. Morris, and by clients of Messrs. Ashurst, Morris, Crisp, & Co., of which firm Mr. Morris was senior partner up to the time of his retirement from professional work. The presentation of the portrait was made by Mr. Walter Morrison, a descendant of the first client of Mr. Ashurst, the founder of the business, who referred to the part Mr. Morris had taken with Rowland Hill in the promotion of the penny postage; to the growth of the firm with which he was identified, synchronizing as it did with the development of the country, and the formation of joint stock companies and railways; to his administrative ability as shown by his land company in the Argentine Republic, and to his action in exposing several notorious swindles. He (Mr. Morris) had arrived at his advanced age full of honours and conscious that he had earned the esteem, regard, and admiration of all who had been brought into contact with him. Other speakers followed, and then Mr. Morris, who was deeply touched, replied, thanking the subscribers to the gift, and expressing his intention to spend the remaining years that might be given to him in assisting those unfortunate people who, through physical breakdown or other causes, were unable to carry on their life work. Sir William White afterwards moved a vote of thanks to Mr. Morrison for presiding, and it was carried with enthusiasm.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, Dec. 19	Mr. King	Mr. Greswell	Mr. Farmer	Mr. Carrington
Tuesday 20	Farmer	Church	King	Beal
Wednesday 21	W. Leach	Greswell	Farmer	Carrington
Thursday 22	Theed	Church	King	Beal
Friday 23	Church	Greswell	Farmer	Carrington

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, Dec. 19	Mr. Theed	Mr. Godfrey	Mr. Jackson	Mr. R. Leach
Tuesday 20	W. Leach	R. Leach	Pemberton	Godfrey
Wednesday 21	Theed	Godfrey	Jackson	Pemberton
Thursday 22	W. Leach	R. Leach	Pemberton	Jackson
Friday 23	Theed	Godfrey	Jackson	Beal

The Christmas Vacation will commence on Saturday, the 24th day of December, 1904, and terminate on Friday, the 6th day of January, 1905, both days inclusive.

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COROMANDEL GOLD MINES OF INDIA, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl. Francis & Johnson, Great Winchester st, solors for liquidator

GRAFTON SYNDICATE, LIMITED—Petn for winding up, presented Dec 6, directed to be heard Dec 20. Easton & Sons, 124, Walworth rd, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 19

J FIRTH & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to George Pepler Norton, Station st bldgs, Huddersfield

LANDS DISTRIBUTION CO, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Albert William Wyon, Frederick's pl, Old Jewry

LIVER & WILDING, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Titus Thorp, 11, Winckley st, Preston. Craven, Preston, solor for liquidator

METROPOLITAN EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before Jan 9, to send in their names and addresses, and the particulars of their claims or debts, to Charles Alfred Underwood, Threadneedle House, Bishopsgate st Within

ORINOCO SHIPPING AND TRADING CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Thomas, 49, King William st

UNLIMITED IN CHANCERY.

ROYAL TAPESTRY WORKS, WINDSOR (IN LIQUIDATION)—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Parker & Co, solors for liquidator

London Gazette.—TUESDAY, Dec. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAOULÉ (IVORY COAST) CONSOLIDATED MINES, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Ralph Consoni, 8, Old Jewry. Ingle & Co, Broad st House, solors for liquidator

JULIAN GREEN, LIMITED—Creditors are required, on or before Jan 30, to send in their names and addresses, and the particulars of their debts or claims, to Benjamin Scarf, Bath st, Bradford. Wright & Co, Bradford, solors for liquidators

LILLIE (CRIPPLE GREEK) GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Forbes Fisher, 15, George st, Mansion House Blackman, Gresham House, solor for liquidator

MANICA EXPLORERS, LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, and particulars of their debts or claims, to Christopher Percy Oswald, 615, Salisbury House, London wall. Thorp & Saunders, Salisbury House, London wall, solors for liquidator

MILNROW UNIVERSAL LAUNDRY, LIMITED—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Hugh Oldham, The Orchard, Rochdale. Longbotham & Sons, Halifax, solors for liquidator

OLIVER MILL CO, LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to William Henry Hudson, Broad st House, New Broad st. Hands, London wall, solor for liquidator

WREKIN FOUNDRY, LIMITED, Wellington, Salop—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 777) of the above Interests at the Mart, E.C., on Thursday last, when a total of £6,710 was realised.

	£
TITHE-RENT CHARGES amounting to £341 5s. 4d. per annum ... Sold	5,000
ABSOLUTE REVERSION to Freeholds, producing £120 per annum; life 54 ... ... ,,	640
LIFE INTERESTS:	
In 31,000 Rupees India 3½ per cent. Rupee Paper; life 60 ... ,,	390
In £357 18s. 4d. 2½ per cent. Consols; life 31 ... ... ,,	100
ENDOWMENT LIFE POLICY for £1,000; life 50 ... ... ,,	580

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 2.

GILBERT, THOMAS FIELD SHERSHAW POWELL, J.P., West Mersea, nr Colchester Jan 10 Barratt v Gilbert, Kekewich, J Foskett, serjeants' inn, Fleet st

GREEN, GEORGE, Aberystwyth Dec 29 Green v Green. Farwell, J Hughes, Aberystwyth

HUMPHREYS, MARK JACOB, Heath st, Barking, Essex, Tailor Dec 29 Lambert v Humphreys, Buckley, J Turner, Basinghall av, Basinghall st

MASON, SIR GEORGE CHARLES, Hayward's Heath Dec 29 Chalmers v Mason, Warrington, J Freeman, Eastcheap

WATKINS, HERBERT, New Broad st, Chartered Accountant Jan 10 Halifax Joint Stock Banking Co v British Power Traction and Lighting Co, Registrar, Carey st Norton, Halifax

London Gazette.—TUESDAY, Dec. 6.

BASSETT, KATHERINE, Holland villas rd, Kensington March 30 Bassett v Moore, Kekewich, J Wilde & Co, College hill

STANIFORTH, SAMUEL, Marulan, N S W April 11 Bower v Staniforth, Warrington, J Bower, Brearns bldgs, Chancery ln

BAITH, WILLIAM, Kingston on Thames, Cab Proprietor Dec 28 Baith v Savill, Joyce, J Tee, Fredericks pl, Old Jewry

THOMAS, JOHN HENRY, Redruth, Outfitter Jan 10 Boldho, Foster, Coode, Grylls, & Co v Phillips, Kekewich, J Bowe, Redruth

London Gazette.—FRIDAY, Dec 9.

HAIGH, THOMAS, Hinchliffe Mill, Holmfirth, York, Grocer Jan 5 Haigh v Thewlis, Farwell, J Hedley, Holmfirth

HENOCHSBERG, JOSEPH, Sutherland av, Maida Vale, Mining Agent Jan 5 Henochsberg v Keen, Judge in Chambers, Royal Courts of Justice Tremain, New ct, Lincoln's inn

London Gazette.—TUESDAY, Dec. 13.

TIDMARSH, JOHN FRANCIS, Great Eastern Hotel, Great Yarmouth, Licensed Victualler Jan 7 Tidmarsh v Green, Warrington, J Frame, Essex st, Strand

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 9.

ASHFORD, ELIZABETH, Sutton Coldfield, Warwick Jan 9 Crockford, Birmingham

BARNETT, WILLIAM RICHARD, Brixton, Pawnbroker's Manager Jan 14 Ody & Wilmot, Brixton rd

BEAVILT, GEORGE, Rotherfield, Sussex, Tailor Dec 21 Webb, Newington Green rd

BLACKLER, JOHN HUXTABLE, Torquay Jan 10 Kitson & Co, Torquay

BRADSHAW, LEWIS, Whitefield, Lancaster Jan 10 Grundy & Co, Manchester

BROUGHTON, JOHN, Warrington, Tripe Dresser's Assistant Jan 31 Browne & Co, Warrington

BRUNDELL, BENJAMIN SHAW, Doncaster, Civil Engineer Jan 1 Taylor & Co, Doncaster

CHARTRES, ARCHIBALD, Hove, Sussex Jan 6 Cockburn, Brighton

COLE, HENRY, Hornsey, Draper Jan 10 Vinter, Cambridge

COLLISSON, LOUISA, Parkstone, Dorset Jan 20 Greene & Underhill, Bedford row

COSSON, HENRY, Beddington, Surrey Jan 7 E E Austin, Lavender gdns, Battersea

EMBIRICOS, GEORGE, Devonshire chmbrs, Bishopsgate st, Steamship Broker Jan 9 Downing & Co, Leadenhall st

GOLDSCHMIDT, EDWARD, J P, Nottingham, Merchant Jan 7 Fraser, Nottingham

GOLDSCHMIDT, MARIE, Hamilton ter Jan 7 Fraser, Nottingham

GREENHILL, WILLIAM SMITH, Oakford rd, Kentish Town Jan 20 Sewell & Co, Old Broad st

HARLECH, The Right Hon WILLIAM RICHARD, Baron, Oswestry Jan 20 Longueville & Co, Oswestry

HOBSLEY, WILLIAM, Cromwell av, Highgate Feb 28 Middlemiss & Pearce, Kingston upon Hull

JEVONS, SOLOMON, Moseley, Worcester Jan 31 Wood & Co, Birmingham

KINCAID-SMITH, EDITH ELIZABETH, Aldingbourne, nr Chichester, Sussex Jan 17 Ashurst & Co, Throgmorton av

KING, EMMA, Bousfield rd, Nunhead Jan 8 Millar & Sons, Borough High st

LIGHTBOURNE, JAMES ASHBURNER, Preston Jan 21 W & J Cooper, Preston

LUDLAM, EMMA MARY, Chudleigh, Devon Jan 31 Grundy & Co, Queen Victoria st

MONCK, Lieut Gen the Hon RICHARD, Chester sq Jan 17 Gwilt, Duke st, Adelphi

MOSLEY, FREDERICK THOMAS, Cavendish bldgs, Clerkenwell rd, Licensed Victuallers' Manager Jan 15 Curtis, Chancery ln

O'CONNOR, JOHN HENRY, Hornsey ln Jan 10 Mills & Co, Finsbury sq

OFFER, HENRY, Kingston on Thames, Dairyman Jan 14 Sherrard & Sons, Gresham st

PENRICE, ESTHER, Doncaster Jan 1 Taylor & Co, Doncaster

PETERSON, LOUISA, Petersfield, Hants Jan 14 Bowling, Southsea

PLUMPTON, MAGES, East Heckington, Lincoln, Blacksmith Jan 10 Staniland & Son, Boston

RAIMO, ALBERTO ALFREDO ARTURO, Chepstow villas, Bayswater Jan 20 Lindo & Co, West st, Finsbury circus

ROBSON, THOMAS, Dipton, Durham Dec 30 Russell, Gateshead

SCALES, MARY ANN, Southport Feb 7 Wilmot & Hodge, Southport

SYMONDS, AMY AGNES, Heron rd, Herne Hill Jan 10 Furber & Son, Gray's inn sq

SIMPSON, JANE, Kendal Jan 21 Bolton & Bolton, Kendal

SMITH, GEORGE WILLIAM DUFF ASSHETON, Vaynol, Carnarvon Jan 7 Hastie, Lincoln's inn fields

SMITH, JAMES THOMAS, Eltham, Kent Jan 18 A R & H Steele, College hill

SOWDEN, GEORGE SUTCLIFFE, Brighouse Jan 5 Ayrton, Brighouse

STEWART, WILLIAM ALLAN, Oldham, Surgeon Jan 13 Ascroft & Co, Oldham

STILES, SAMUEL, Norwich Jan 9 Stevens & Co, Norwich

SUTCLIFFE, SARAH, Ramsbottom, Lancaster Jan 17 Butcher & Barlow, Bury

TALBOT, SARAH, Abram, Lancaster Dec 27 Marsh & Co, Leigh

TOZER, JAMES HONIBALL, Parkstone, Dorset Dec 31 Greig, Abingdon st

WAIT, EMILY BYRN, Awre, Gloucester Jan 6 Carter, Newnham on Severn, Glos

WALLER, EDMUND, Kensington Jan 19 James & James, Ely pl

WILKINSON, ELIZABETH, Preston Dec 29 Ward & Newsham, Preston

WILSON, THOMAS HARRISON, Whalley Range, nr Manchester Jan 21 Doyle, Manchester

WOOD, GEORGINA CATHERINE, or RICHARD, Bournemouth Jan 20 Mooring & Co, Bournemouth

WOOD, JOHN, Ripon, York Jan 10 Wise & Son, Ripon

WYNN, MARTHA JANE, Sunderland Dec 19 Walker, Sunderland

London Gazette.—TUESDAY, Dec. 13.

ADCOCK, EDWARD HARRY, Broadstairs Jan 16 Hills, Margate

BAILEY, ALFRED WILLIAM, Beeston, Notts Jan 24 Eking & Wyles, Nottingham

BARTON, RICHARD, Margate, Builder Jan 16 Hills, Margate

BARTON, ELIZABETH, Margate Jan 16 Hills, Margate

BRATT, ALEXANDER HUSKIE HICKS, Bonny, Southern Nigeria Protectorate, West Africa Jan 14 Downey & Linnell, Conduit st

BREMRIDGE, ELIAS, Haverstock hill Jan 30 Quarrell, East India av

BREMRIDGE, ELIZABETH ANN, Haverstock hill Jan 30 Quarrell, East India av

BROWN, THOMAS, Lowmoor, Wigton, Cumberland Dec 20 Rigg, Wigton

CASE, JAMES LEE, Aylsham, Norfolk, Farmer Jan 10 Forster, Aylsham

CASE, HANNAH, Aylsham Jan 10 Forster, Aylsham

CLARK, WILLIAM, Burgess Hill, Sussex Jan 16 Stringer, Brighton

COLLETT, JOHN WILLIAM, Southsea, Hants, Gold Beater Jan 10 Way & Son, Portsmouth

COOPER, WILLIAM FIELD, Appleby Magna, Leicester Jan 11 Cowlishaw, Uttoxeter

COSSON, HENRY, Beddington Jan 7 E E Austin, Lavender gdns, Battersea

CUTLER, JOSEPH BENJAMIN, Clent, Worcester, Farmer Feb 6 Wall & James, Stourbridge

DAVIES, HARRIET, Swansea Feb 1 Cox, Swansea

DENSHAM, HENRY, Sneyd Park, Bristol, Tanner Jan 26 Densham, Coleman st

FEARN, GEORGE, Morley Wareside, Herts Jan 30 Timbrell, New Broad st

FETHERSTON, GEORGINA ELEANOR, Leamington Feb 9 Large & Major, Leamington Spa

FORDHAM, JOHN FRANCIS, Maygrove rd, West Hampstead Jan 15 Stringer & Stringer, Kilburn

GAPE, JAMES JOHN, St Albans, Herts Jan 14 Woodforde, Red Lion sq

GATEHOUSE, THOMAS, Bosham, Sussex Jan 10 Way & Son, Portsmouth

HINDLE, CHRISTOPHER, Blackburn, Quarry Master Dec 31 Waterworth, Blackburn

HOPKINS, BENJAMIN, Elberton, Glos Jan 21 Tarr & Sons, Bristol

HORN, FREDERICK FULFORD, Walmer, Kent Jan 13 Brown & Brown, Deal

HYDE, THOMAS, Handsworth, Staffs, Fruiterer Jan 9 Glaisyer, Birmingham

KELHAM, ROBERT, Blenaby Hall, Notts Feb 17 Stenton & Metcalfe, Southwell, Notts

LANE, WALTER STACEY, George st, Euston rd Jan 13 Short, Norfolk st, Strand

MCGAVIN, GEORGE, Chorlton on Medlock, Manchester, Travelling Draper Jan 21 Kerr & Howarth, Manchester

MCMULLEN, ALFRED EDWARD, Hertford Jan 21 Gayton & Hare, Much Hadham, Herts

MADDEN, LOUISA, St Denys, Southampton Jan 29 Coxwell & Pope, Southampton

MINCHIN, Rev HARRY HOLDSWORTH, Lingfield, Surrey Jan 7 Voules & Welch, Bishopsgate st Within

PATCHIN, THOMAS, Sutton, Surrey, Varnish Manufacturer Jan 14 Langfield, Brighton

PATERSON, MARIZZA, St Mary's sq, Paddington Jan 10 Smith, Fenchurch bldgs

PORDIOE, CHARLES, Deal, Kent Jan 13 Brown & Brown, Deal

RAYMENT, JOSEPH, Hertford, Builder Jan 30 Chalmers-Hunt & Davies, Ware, Herts

SILKENSTÄDT, JOSEPHINE HELENE, West Didsbury, Lancs Jan 31 Eaton, Manchester

SLATER, MARY MARGARET, Budleigh Salterton, Devon Jan 1 Smith & Sons, Weston super Mare

SMITH, CHARLES, North Stoke, Arundel, Labourer Dec 21 Kingsford & Drake, Ashford, Kent

SPARKS, JOHN, Stansted, nr Wrotham, Kent Jan 13 Monckton & Son, Maidstone

TOOMER, ARTHUR, Basingstoke, Farrier Jan 12 Close, Camberley

TRILL, CHARLES THOMAS, Brighton, Stationer Jan 21 Nye & Clewer, Brighton

VINALL, HARRIET, Tarporley, Chester Jan 17 Bate, Chester

WAIT, EMILY BYRN, Awre, Glos Jan 6 Carter, Newnham on Severn, Glos

WEBSTER, MARY, South Croydon Jan 31 Hargrove & Co, Victoria st

WHATHAM, MARY ELIZA, Liverpool Dec 31 Bellringer & Co, Liverpool

WILLIAMS, THOMAS, Mountain Ash, Glam Jan 23 Horley, Cardiff

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 6.

RECEIVING ORDERS.

ARMSTRONG, GEORGE, Low Fell, Durham, Blind Maker Newcastle on Tyne Pet Dec 1 Ord Dec 1

ARNOLD, PERCIVAL STEPHEN, Barnsley, Engineer Barnsley Pet Dec 1 Ord Dec 1

BAINES, THOMAS, Preston, Joiner Preston Pet Nov 23 Ord Dec 2

BIRD, HENRY, Scott's Green, Dudley, Worcester, Clerk Dudley Pet Dec 2 Ord Dec 2

BIRTCHNELL, PERCY EDWIN, Plumstead, Kent, Monumental Mason Greenwich Pet Dec 1 Ord Dec 21

BOWKER, HARRY, Hale, Cheshire, Builder Manchester Pet Dec 1 Ord Dec 1

BROOMHEAD, ABRAHAM IBBOTSON, Sheffield, Beerhouse Keeper Sheffield Pet Dec 1 Ord Dec 1

COOMBS, HENRY WILLIAM, East Stour, Dorset, Blacksmith Salisbury Pet Dec 3 Ord Dec 3

CROSS, SALEM, New Oxford st, Dealer in Works of Art High Court Pet Dec 1 Ord Dec 5

DAWES, PERCY, Tovil, Maidstone, Barge Owner Maidstone Pet Dec 1 Ord Dec 1

DAWES, WILLIAM, Tipton, Public House Manager Dudley Pet Dec 3 Ord Dec 3

GIDDINGS, AMY ELIZABETH, Boscombe, Bournemouth, Lodging house Keeper Poole Pet Dec 2 Ord Dec 2

GOODALL, GEORGE LUKE, Heckmondwike, Yorks, Newsagent Dewsbury Pet Dec 1 Ord Dec 1

HARRISON, MILLIGAN, Bradford, Butcher Bradford Pet Dec 1 Ord Dec 1

HEARD, JAMES FREDERICK, Horfield, Bristol, Grocer Bristol Pet Dec 1 Ord Dec 1

HUMPHREYS, JAMES, Mobberley, Cheshire, Painter Manchester Pet Nov 21 Ord Dec 2

HURLOW, CHARLES, Tredegar, Mon, Engineman Tredegar Pet Dec 3 Ord Dec 3

JACKSON, HENRY, Newcastle upon Tyne, Innkeeper Newcastle upon Tyne Pet Nov 24 Ord Dec 2

JENKINS, DAVID, Pontnewynydd, Monmouth, Colliery Proprietor Newport, Mon Pet Nov 18 Ord Nov 29

JONES, HUGH GRIFFITH, Refail, Tremadoc, Carnarvon, Farmer Portmadoc Pet Dec 1 Ord Dec 1

JONES, JOHN, Blaengarw, Garw Valley, Glam, Ironmonger Cardiff Pet Dec 2 Ord Dec 2

KIRK, JAMES, Appleby, Westmorland, Saddler Kendal Pet Nov 4 Ord Nov 30

LAMONT, ROBERT, Hindley, Lancs, General Draper Wigan Pet Nov 16 Ord Dec 1

MIDDLEWICK, LEON, Woodhouse, nr Sheffield, Jeweller Sheffield Pet Dec 3 Ord Dec 3

MITCHEM, SETNEY JOHN, Gussage St Michael, nr Salisbury, Dorset, Carpenter Poole Pet Dec 3 Ord Dec 3

NICHOLSON, HARRY, Bridlington, Yorks, Game Dealer Scarborough Pet Dec 2 Ord Dec 2

NIXON, RUPERT JAMES, Dingle, Liverpool, Sculptor Liverpool Pet Nov 18 Ord Dec 2

PAINE, CHARLES EDGAR, Witherley, Leicester, Draper Birmingham Pet Dec 2 Ord Dec 2

PHILLIPS, GEORGE JASON, Northampton, Solicitor Northampton Pet Nov 12 Ord Dec 3

PRYER, JAMES, Balham, Comedian Wandsworth Pet Dec 3 Ord Dec 3

ROBERTSHAW, CYRUS, Gt Horton, Bradford, Commission Agent Bradford Pet Dec 1 Ord Dec 1

SALMON, EDWARD, Wigan, House Agent Wigan Pet Dec 2 Ord Dec 2

SHEPHERD, HARRY WILFORD, Wakefield, Tram Inspector Bradford Pet Dec 3 Ord Dec 3

SHART, ALBERT WALTER, Tipton, Staffs, Beerhouse Keeper Dudley Pet Dec 1 Ord Dec 1

STEELE, WILLIAM, and SYDNEY STEELE, Smallthorne, nr Burslem, Staffs, Boot Dealers Hanley Pet Oct 18 Ord Dec 1

STRANGE, ALFRED LE PINE, Eastbourne, Printer Eastbourne Pet Dec 3 Ord Dec 3

SUTTON, FREDERICK JAMES, Basingstoke, Builder Winchester Pet Dec 2 Ord Dec 2

SYMONDS, JONATHAN, Welborne, Norfolk, Wheelwright Norwich Pet Dec 3 Ord Dec 3

THOM, JAMES, Paternoster sq, Commission Agent High Court Pet Dec 2 Ord Dec 2

TURNER, GEORGE ARTHUR, St John's hill, Clapham Junction, Picture Frame Maker Wandsworth Pet Dec 3 Ord Dec 3

ULPH, H, Disraeli rd, Putney, Builder Wandsworth Pet Oct 11 Ord Dec 1

WARD, JOHN HENRY, Huddersfield, Chartered Accountant Huddersfield Pet Nov 21 Ord Dec 1

WILDMAN, ALBERT, Wolverhampton, Hinge Manufacturer Wolverhampton Pet Dec 1 Ord Dec 1

WILLIAMS, THOMAS FREDERICK, Leighton Buzzard, Beds, Coach Builder Luton Pet Dec 1 Ord Dec 1

WOODMANCY, JOHN WILLIAM, West Hartlepool, Boot Repairer Sunderland Pet Dec 2 Ord Dec 2

WRIGHT, JOHN THOMAS, Liverpool, Surveyor Liverpool Pet Dec 2 Ord Dec 2

WYMAN, EDWARD BLAKE, St Swithin's ln, Public Company Director High Court Pet Oct 10 Ord Dec 1

Amended notice substituted for that published in the London Gazette of Nov 15:

ENGLIS, ARTHUR HENRY, Leighton cres, Kentish Town High Court Pet Sept 21 Ord Nov 11

FIRST MEETINGS.

ARMSTRONG, GEORGE, Low Fell, Durham, Blind Maker Dec 14 at 12 Off Rec, 30, Moseley st, Newcastle on Tyne

BIRTCHNELL, PERCY, EDWIN, Plumstead, Monumental Mason Dec 15 at 12.30 24, Railway app, London Bridge

CARTER, ARTHUR HERBERT, Kettering Northampton, Insurance Agent Dec 15 at 11.30 Off Rec, Bridge st, Northampton

COLES, ROBERT JAMES, Bridport Dec 16 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

COOKE, HARRY, Normacot, Longton, Staffs, Electrical Engineer Dec 19 at 2 Town Hall, Stoke on Trent

COOMBS, HENRY WILLIAM, East Stour, Dorset, Blacksmith Dec 14 at 12 Off Rec, City chmbrs, Endless st, Salisbury

CROSS, SALEM, New Oxford st, Dealer in Works of Art Dec 14 at 2.30 Bankruptcy bldgs, Carey st

DAWES, PERCY, Tovil, Maidstone, Barge Owner Dec 14 at 11.15 9, King st, Maidstone

DEAL, HERBERT, Little Park gdns, Enfield, Nurseryman Dec 14 at 12 Off Rec, 14, Bedford row

ENGLAND, WILLIAM CHARLES, Pontypridd, Railway Guard Dec 15 at 12 135, High st, Merthyr Tydfil

GASKIN, WILLIAM, Canterbury, Builder Dec 15 at 12 Off Rec, 68, Castle st, Canterbury

GOODALL, GEORGE LUKE, Heckmondwike, Yorks, Newsagent Dec 14 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

GOOSE, HENRY THOMAS, Sheringham, Norfolk, Watchmaker Dec 17 at 12.30 Off Rec, 8, King st, Norwich

GREGSON, RICHARD, Barton, Lancs, Joiner Dec 14 at 10.30 Off Rec, 14, Chapel st, Preston

GRIFFITHS, CECILIA, Ystrad, Rhondda, Glam, Hotel Proprietress Dec 14 at 12 135, High st, Merthyr Tydfil

HADDOCK, THOMAS CROSS, Grappenhall, Cheshire, Insurance Agent Dec 14 at 3.30 Off Rec, Byrom st, Manchester

HARMAN, JOHN VALENTINE, Ore, Hastings, Grocer Dec 14 at 3 Off Rec, Pavilion bldgs, Brighton

HARRIS & HOFMEISTER, Mile End rd, Manufacturing Confectioners Dec 14 at 12 Bankruptcy bldgs, Carey st

HARRISON, MILLIGAN, Bradford, Butcher Dec 15 at 3 Off Rec, 29, Tyrrel st, Bradford

HARVEY, ARTHUR WILLOUGHBY, Bromley Dec 14 at 11.30 23, Railway app, London Bridge

HEARD, JAMES FREDERICK, Horfield, Bristol, Grocer Dec 14 at 11.45 Off Rec, 26, Baldwin st, Bristol

HOULGATE, ALBERT EDWARD, Liverpool, Confectioner Dec 14 at 2.30 Off Rec, 35, Victoria st, Liverpool

INSLEY, JOSEPH, Woodville, Derby, Baker Dec 14 at 11.30 Midland Hotel, Station st, Burton on Trent

JACKSON, HENRY, Newcastle on Tyne, Innkeeper Dec 16 at 12 The County Court, Westgate rd, Newcastle on Tyne

JACKSON, JOHN EDWARD, Todmorden, Joiner Dec 14 at 11 Off Rec, 14, Chapel st, Preston

JEWELL, WILLIAM THOMAS, Croydon Dec 15 at 12.30 24, Railway app, London Bridge

JOEL, SOLOMON, Camden rd, Licensed Victualler Dec 16 at 11 Bankruptcy bldgs, Carey st

JOHNSON, WILLIAM JOHN, Rhyl, Flint, Coal Dealer Dec 14 at 12 Crypt chmbrs, Eastgate row, Chester

LAKE, W B, Whitehorse st, Stepney, Provision Dealer Dec 15 at 2.30 Bankruptcy bldgs, Carey st

LAMONT, ROBERT, Hindley, Lancs, General Draper Dec 15 at 3 19, Exchange st, Bolton

LEWIS, HARRY, Gloucester, Barrister at Law Dec 17 at 12 Off Rec, Station rd, Gloucester

LONGHURST, ALFRED LEONARD, Poole, Dorset, Grocer Dec 14 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury

PARSONS, HERBERT, and WILLIAM HENRY STENT, Gt Shelford, Cambridge, Builders Dec 14 at 10.30 Off Rec, 5, Petty Cury, Cambridge

PUGSLEY, WILLIAM, Bristol, Master Mariner Dec 14 at 11.30 Off Rec, 26, Baldwin st, Bristol

REANEY, WILLIAM, Bolsover, Derby, Miner Dec 20 at 12.45 Angel Hotel, Chesterfield

RELF, AGNES ESTHER, Eardley cres, Earl's Court, Dressmaker Dec 14 at 12 Bankruptcy bldgs, Carey st

ROBERTSHAW, CYRUS, Gt Horton, Bradford, Commission Agent Dec 15 at 3.30 Off Rec, 29, Tyrrel st, Bradford

SALMON, EDWARD, Wigan, House Agent Dec 16 at 3 19, Exchange st, Bolton

SONNENFELD, MORRIS, Bridlington, Yorks Dec 14 at 11.30 Off Rec, Trinity House ln, Hull

STICKELS, ALFRED, Upstreet, Kent, Wheelwright Dec 15 at 9.30 Off Rec, 68, Castle st, Canterbury

STONE, ROBERT HENRY, Kingston upon Hull Dec 14 at 11 Off Rec, Trinity House ln, Hull

SUTHERLAND, WILLIAM JOHN EDWARD GRAHAM, Woodford Dec 15 at 11 Bankruptcy bldgs, Carey st

THOM, JAMES, Paternoster sq, Commission Agent Dec 16 at 12 Bankruptcy bldgs, Carey st

TRADING AND INDUSTRIAL ASSOCIATION, Victoria st, Westminster Dec 14 at 11 Bankruptcy bldgs, Carey st

WARD, JOHN HENRY, Huddersfield, Chartered Accountant Dec 15 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

WOODS, JOHN THOMAS, Long Sutton, Lincoln, Farmer Dec 15 at 10.30 Court House, King's Lynn

WYMAN, EDWARD BLAKE, St Swithin's ln, Public Company Director Dec 15 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ARNOLD, PERCIVAL STEPHEN, Barnsley, Engineer Barnsley Pet Dec 1 Ord Dec 1

ARMSTRONG, GEORGE, Low Fell, Durham, Blind Maker Newcastle upon Tyne Pet Dec 1 Ord Dec 2

BAILEY, ANDREW, Birmingham, Boot Factor Birmingham Pet Nov 12 Ord Dec 1

BIRD, HENRY, Scott's Green, Dudley, Worcester, Clerk Dudley Pet Dec 2 Ord Dec 2

BIRTCHNELL, PERCY EDWIN, Plumstead, Kent, Monumental Mason Greenwich Pet Dec 1 Ord Dec 1

BOWKER, HARRY, Hale, Cheshire, Builder Manchester Pet Dec 1 Ord Dec 1

BROOMHEAD, ABRAHAM IBBOTSON, Pye Bank, Sheffield, Beerhouse Keeper Sheffield Pet Dec 1 Ord Dec 1

COOMBS, HENRY WILLIAM, East Stour, Dorset, Blacksmith Salisbury Pet Dec 3 Ord Dec 3

DAWES, PERCY, Tovil, Maidstone, Barge Owner Maidstone Pet Dec 1 Ord Dec 1

EVANS, WILLIAM GRIFFITH, Bangor, Carnarvon, Grocer Bangor Pet Nov 10 Ord Dec 1

GIDDINGS, AMY ELIZABETH, Boscombe, Bournemouth, Lodging house Keeper Poole Pet Dec 2 Ord Dec 2

GOODALL, GEORGE LUKE, Heckmondwike, Newsagent Dewsbury Pet Dec 1 Ord Dec 1

HARMAN, JOHN VALENTINE, Ore, Hastings, Sussex, Grocer Hastings Pet Nov 24 Ord Dec 1

HARRISON, MILLIGAN, Bradford, Butcher Bradford Pet Dec 1 Ord Dec 1

HEATLEY, RICHARD THOMAS, Stoke upon Tern, Salop, Farmer Nantwich Pet Nov 2 Ord Dec 1

HUMPHREYS, JAMES, Mobberley, Cheshire, Painter Manchester Pet Nov 21 Ord Dec 2

HURLOW, CHARLES, Tredegar, Engineman Tredegar Pet Dec 3 Ord Dec 3

JONES, HUGH GRIFFITH, Retail, Tremadoc, Carnarvon, Farmer Portmadoc Pet Dec 1 Ord Dec 1

JONES, JOHN, Blaengarw, Garw Valley, Glam, Ironmonger Cardiff Pet Dec 2 Ord Dec 2

JONES, RICHARD, Portmadoc, Labourer Portmadoc Pet Nov 8 Ord Dec 1

LANGFORD, RALPH, Birmingham, Windsor Chair Maker Birmingham Pet Nov 28 Ord Dec 2

LAWRENCE, JOHN CHARLES, Sheerness, Kent, Barge Owner Rochester Pet Nov 14 Ord Dec 1

LYMPANY, AUGUSUS NEAVE, Birmingham, Boot Dealer Birmingham Pet Nov 28 Ord Dec 2

MIDDLEWICK, LEON, Woodhouse, nr Sheffield, Jeweller Sheffield Pet Dec 3 Ord Dec 3

MITCHEM, SETNEY JOHN, St Michael, nr Salisbury, Carpenter Poole Pet Dec 3 Ord Dec 3

MUZEEN, GEORGE EDWARD BABUGH, Kirbymoorside, Yorks Northallerton Pet Oct 13 Ord Dec 1

NICHOLSON, HARRY, Bridlington, Game Dealer Scarborough Pet Dec 2 Ord Dec 2

OWERS, RICHARD LIDSTONE, Lower Clapton rd, Draper High Court Pet Oct 20 Ord Dec 3

PAINE, CHARLES EDGAR, Witherley, Leicester, Draper Birmingham Pet Dec 2 Ord Dec 2

PHILLIPS, DANIEL, Morriston, Swansea Tin Plate Manufacturer Swansea Pet Oct 25 Ord Dec 1

PRYER, JAMES, Balham, Comedian Wandsworth Pet Dec 3 Ord Dec 3

ROBERTSHAW, CYRUS, Gt Horton, Bradford, Commission Agent Bradford Pet Dec 1 Ord Dec 1

SALMON, EDWARD, Wigan, House Agent Wigan Pet Dec 2 Ord Dec 2

SAUNDERS, DANIEL WARD, East Molesey, Surrey, Private Hotel Keeper Kingston, Surrey Pet Nov 26 Ord Dec 3

SHARP, HENRY, Gt Sutton st, Goswell rd High Court Pet Oct 10 Ord Dec 1

SHEPHERD, HARRY WILFORD, Wakefield, Tram Inspector Bradford Pet Dec 3 Ord Dec 3

SHILTON, ROBERT WILLIAM, Percival st, Goswell rd High Court Pet Nov 3 Ord Dec 1

SHART, ALBERT WALTER, Tipton, Beerhouse Keeper Dudley Pet Dec 1 Ord Dec 1

SOMERS, LAWRENCE, Woodchurch rd, West Hampstead, Commission Agent High Court Pet Oct 11 Pet Dec 1

STANION, ALBERT EDWARD, Burdett rd, Bow, Boot Maker High Court Pet Nov 4 Ord Dec 3

SUTTON, FREDERICK JAMES, Basingstoke, Builder Winchester Pet Dec 2 Ord Dec 2

SYMONDS, JONATHAN, Welborne, Norfolk, Wheelwright Norwich Pet Dec 3 Ord Dec 3

SZAPIRA, HENRY MOSS, Charing Cross mans, Charing Cross, Company Director High Court Pet Nov 4 Ord Dec 3

THOM, JAMES, Paternoster sq, Commission Agent High Court Pet Dec 2 Ord Dec 2

WARD, JOHN HENRY, Huddersfield, Chartered Accountant Huddersfield Pet Nov 21 Ord Dec 3

WILDMAN, ALBERT, Wolverhampton, Hinge Manufacturer Wolverhampton Pet Dec 1 Ord Dec 1

WILLIAMS, SARAH ANN, and MAUD WILLIAMS, Handsworth, Milliners Birmingham Pet Oct 25 Ord Nov 30

WILLIAMS, THOMAS FREDERICK, Leighton Buzzard, Coachbuilder Luton Pet Dec 1 Ord Dec 1

WOODMANCY, JOHN WILLIAM, West Hartlepool, Boot Repairer Sunderland Pet Dec 2 Ord Dec 2

WRIGHT, JOHN THOMAS, Liverpool, Surveyor Liverpool Pet Dec 2 Ord Dec 2

Amended notice substituted for that published in the London Gazette of Nov 15:

EDMUNDS, JOHN, Falmouth rd, Southwark, Chemist High Court Pet Nov 12 Ord Nov 12

London Gazette.—FRIDAY, Dec. 9.

RECEIVING ORDERS.

ASHMOLE, SIDNEY, Dane End, nr Ware, Herts, Builder Hertford Pet Dec 6 Ord Dec 6

BAILEY, JOHN WEBSTER, Newcastle under Lyme, Grocer Hanley Pet Dec 6 Ord Dec 6

BARBER, ABRAHAM, Wakefield, Law Stationer Wakefield Pet Dec 6 Ord Dec 6

BELL, ROBERT JOHN, Fieldhouse rd, Tooting Bec, Commercial Traveller Wandsworth Pet Dec 6 Ord Dec 6

BENAND & SON, A, Liverpool, Boot Dealers Liverpool Pet Nov 21 Ord Dec 6

BERGMAN, JOACHIM, White's row, Commercial st, Woollen Merchant High Court Pet Nov 21 Ord Dec 6

BLACKSTOCK, ROBERT, Newtown, Carlisle, Gardener Carlisle Pet Dec 7 Ord Dec 7

BOCOCK, HILDA MAY, Gazeley, Suffolk, Governess Cambridge Pet Dec 5 Ord Dec 5

BRAILSFORD, HENRY, and FRANK BRAILSFORD, Sutton in Ashfield, Nottingham, Builders Nottingham Pet Dec 5 Ord Dec 5

BRIDGES, WILLIAM DAVID, Hereford, Glass Dealer Hereford Pet Dec 7 Ord Dec 7

CHERRY, ARTHUR F, Highbury, Greengrocer High Court Pet Nov 16 Ord Dec 6

DAWES, PERCY, Tovil, Maidstone, Barge Owner Maidstone Pet Dec 1 Ord Dec 1

EVANS, WILLIAM GRIFFITH, Bangor, Carnarvon, Grocer Bangor Pet Nov 10 Ord Dec 1

GIDDINGS, AMY ELIZABETH, Boscombe, Bournemouth, Lodging house Keeper Poole Pet Dec 2 Ord Dec 2

GOODALL, GEORGE LUKE, Heckmondwike, Newsagent Dewsbury Pet Dec 1 Ord Dec 1

HARMAN, JOHN VALENTINE, Ore, Hastings, Sussex, Grocer Hastings Pet Nov 24 Ord Dec 1

HARRISON, MILLIGAN, Bradford, Butcher Bradford Pet Dec 1 Ord Dec 1

HEATLEY, RICHARD THOMAS, Stoke upon Tern, Salop, Farmer Nantwich Pet Nov 2 Ord Dec 1

HUMPHREYS, JAMES, Mobberley, Cheshire, Painter Manchester Pet Nov 21 Ord Dec 2

HURLOW, CHARLES, Tredegar, Engineman Tredegar Pet Dec 3 Ord Dec 3

JONES, HUGH GRIFFITH, Retail, Tremadoc, Carnarvon, Farmer Portmadoc Pet Dec 1 Ord Dec 1

JONES, JOHN, Blaengarw, Garw Valley, Glam, Ironmonger Cardiff Pet Dec 2 Ord Dec 2

JONES, RICHARD, Portmadoc, Labourer Portmadoc Pet Nov 8 Ord Dec 1

LANGFORD, RALPH, Birmingham, Windsor Chair Maker Birmingham Pet Nov 28 Ord Dec 2

LAWRENCE, JOHN CHARLES, Sheerness, Kent, Barge Owner Rochester Pet Nov 14 Ord Dec 1

LYMPANY, AUGUSUS NEAVE, Birmingham, Boot Dealer Birmingham Pet Nov 28 Ord Dec 2

MIDDLEWICK, LEON, Woodhouse, nr Sheffield, Jeweller Sheffield Pet Dec 3 Ord Dec 3

MITCHEM, SETNEY JOHN, St Michael, nr Salisbury, Carpenter Poole Pet Dec 3 Ord Dec 3

MUZEEN, GEORGE EDWARD BABUGH, Kirbymoorside, Yorks Northallerton Pet Oct 13 Ord Dec 1

NICHOLSON, HARRY, Bridlington, Game Dealer Scarborough Pet Dec 2 Ord Dec 2

OWERS, RICHARD LIDSTONE, Lower Clapton rd, Draper High Court Pet Oct 20 Ord Dec 3

PAINE, CHARLES EDGAR, Witherley, Leicester, Draper Birmingham Pet Dec 2 Ord Dec 2

PHILLIPS, DANIEL, Morriston, Swansea Tin Plate Manufacturer Swansea Pet Oct 25 Ord Dec 1

PRYER, JAMES, Balham, Comedian Wandsworth Pet Dec 3 Ord Dec 3

ROBERTSHAW, CYRUS, Gt Horton, Bradford, Commission Agent Bradford Pet Dec 1 Ord Dec 1

SALMON, EDWARD, Wigan, House Agent Wigan Pet Dec 2 Ord Dec 2

SAUNDERS, DANIEL WARD, East Molesey, Surrey, Private Hotel Keeper Kingston, Surrey Pet Nov 26 Ord Dec 3

SHARP, HENRY, Gt Sutton st, Goswell rd High Court Pet Oct 10 Ord Dec 1

SHEPHERD, HARRY WILFORD, Wakefield, Tram Inspector Bradford Pet Dec 3 Ord Dec 3

SHILTON, ROBERT WILLIAM, Percival st, Goswell rd High Court Pet Nov 3 Ord Dec 1

SHART, ALBERT WALTER, Tipton, Beerhouse Keeper Dudley Pet Dec 1 Ord Dec 1

SOMERS, LAWRENCE, Woodchurch rd, West Hampstead, Commission Agent High Court Pet Oct 11 Pet Dec 1

STANION, ALBERT EDWARD, Burdett rd, Bow, Boot Maker High Court Pet Nov 4 Ord Dec 3

SUTTON, FREDERICK JAMES, Basingstoke, Builder Winchester Pet Dec 2 Ord Dec 2

SYMONDS, JONATHAN, Welborne, Norfolk, Wheelwright Norwich Pet Dec 3 Ord Dec 3

SZAPIRA, HENRY MOSS, Charing Cross mans, Charing Cross, Company Director High Court Pet Nov 4 Ord Dec 3

THOM, JAMES, Paternoster sq, Commission Agent High Court Pet Dec 2 Ord Dec 2

WARD, JOHN HENRY, Huddersfield, Chartered Accountant Huddersfield Pet Nov 21 Ord Dec 3

WILDMAN, ALBERT, Wolverhampton, Hinge Manufacturer Wolverhampton Pet Dec 1 Ord Dec 1

WILLIAMS, SARAH ANN, and MAUD WILLIAMS, Handsworth, Milliners Birmingham Pet Oct 25 Ord Nov 30

WILLIAMS, THOMAS FREDERICK, Leighton Buzzard, Coachbuilder Luton Pet Dec 1 Ord Dec 1

WOODMANCY, JOHN WILLIAM, West Hartlepool, Boot Repairer Sunderland Pet Dec 2 Ord Dec 2

WRIGHT, JOHN THOMAS, Liverpool, Surveyor Liverpool Pet Dec 2 Ord Dec 2

Amended notice substituted for that published in the London Gazette of Nov 15:

EDMUNDS, JOHN, Falmouth rd, Southwark, Chemist High Court Pet Nov 12 Ord Nov 12

London Gazette.—FRIDAY, Dec. 9.

RECEIVING ORDERS.

ASHMOLE, SIDNEY, Dane End, nr Ware, Herts, Builder Hertford Pet Dec 6 Ord Dec 6

BAILEY, JOHN WEBSTER, Newcastle under Lyme, Grocer Hanley Pet Dec 6 Ord Dec 6

BARBER, ABRAHAM, Wakefield, Law Stationer Wakefield Pet Dec 6 Ord Dec 6

BELL, ROBERT JOHN, Fieldhouse rd, Tooting Bec, Commercial Traveller Wandsworth Pet Dec 6 Ord Dec 6

BENAND & SON, A, Liverpool, Boot Dealers Liverpool Pet Nov 21 Ord Dec 6

BERGMAN, JOACHIM, White's row, Commercial st, Woollen Merchant High Court Pet Nov 21 Ord Dec 6

BLACKSTOCK, ROBERT, Newtown, Carlisle, Gardener Carlisle Pet Dec 7 Ord Dec 7

BOCOCK, HILDA MAY, Gazeley, Suffolk, Governess Cambridge Pet Dec 5 Ord Dec 5

BRAILSFORD, HENRY, and FRANK BRAILSFORD, Sutton in Ashfield, Nottingham, Builders Nottingham Pet Dec 5 Ord Dec 5

BRIDGES, WILLIAM DAVID, Hereford, Glass Dealer Hereford Pet Dec 7 Ord Dec 7

CHERRY, ARTHUR F, Highbury, Greengrocer High Court Pet Nov 16 Ord Dec 6

CLOUGH, DRUSILLA, Birkdale, Lancaster, Baker Liverpool Pet Dec 6 Ord Dec 6

COLLINSON, WILLIAM, Bradford, Estate Agent Bradford Pet Dec 7 Ord Dec 7

CRITCHLEY, THOMAS, Wigan, Licensed Victualler Wigan Pet Dec 5 Ord Dec 5

DALE, FREDERICK, Nottingham, Surgeon Nottingham Pet Dec 5 Ord Dec 5

DAVISON, ISAAC, Wheatbottom Crook, Durham, Stoneman Durham Pet Dec 6 Ord Dec 6

DODDS, THOMAS PENNY, York, Railway Clerk York Pet Dec 3 Ord Dec 3

EVANS, WILLIAM GORONWY, Aberavon, Grocer Neath Pet Dec 6 Ord Dec 6

FOWLER, HERBERT LEESE, Liverpool, Clerk Liverpool Pet Oct 19 Ord Dec 5

FRAZER, JAMES GEORGE, Southall, Insurance Agent Windsor Pet Dec 6 Ord Dec 6

HALL, ROBERT JOHN, Gt Yarmouth, Fruit Merchant Norwich Pet Dec 7 Ord Dec 7

HARDY, WILLIAM, Greenwich, Cycle Maker Greenwich Pet Dec 5 Ord Dec 5

HARRIS, ALFRED, Ivybridge, Devon, Grocer Plymouth Pet Dec 5 Ord Dec 5

HEADING, GEORGE WILLIAM, Spitalfields Market, Salesman High Court Pet Dec 5 Ord Dec 5

HENWOOD, JAMES, Wadebridge, Cornwall, Cycle Agent Truro Pet Dec 5 Ord Dec 5

HICKS, FREDERICK JOHN, Palace st, Westminster, Medical Man High Court Pet Dec 5 Ord Dec 5

HORNBY, THOMAS, Southport, Grocer Liverpool Pet Nov 19 Ord Dec 6

HUNT, HENRY, Wallington, Herts, Farmer Cambridge Pet Dec 7 Ord Dec 7

KENDRICK, PHINEAS OLIVER JOHN, Wednesbury, Staffs, Grocer Walsall Pet Dec 6 Ord Dec 6

KLEIN, MORRIS, Lancaster rd, Notting Hill, Ladies' Tailor Fitter High Court Pet Dec 5 Ord Dec 5

LEACH, GEORGE HARRISON, Featherstone, York, Colliery Carpenter Wakefield Pet Dec 5 Ord Dec 5

LEGGOTT, HENRY, and STEPHEN DARNBOROUGH, Bradford, Architectural Ironmongers Bradford Pet Dec 5 Ord Dec 5

MILLICENT, HENRY PETER, James st, Old st, Skin Dresser High Court Pet Dec 5 Ord Dec 5

OLIVER, WILLIAM, Bridgnorth, Salop, Licensed Victualler Madeley Pet Dec 5 Ord Dec 5

PETTINGER, FREDERICK JAMES, Hollings Grove Farm, nr Easingwold, Yorks, Farmer York Pet Dec 5 Ord Dec 5

PHILLIPS, DAVID, Cardiff, Commercial Traveller Cardiff Pet Dec 5 Ord Dec 5

PRATT, WILLIAM HENRY, Teignmouth, Basket Maker Exeter Pet Dec 5 Ord Dec 5

PULLINGER, PHILIP, King's Norton, Worcester, Boot Maker Birmingham Pet Dec 6 Ord Dec 6

RICHARDS, CHARLES, Tottenham, Cabinet Maker High Court Pet Aug 2 Ord Dec 7

SALMON, ALBERT JOHN, Bexhill, Umbrella Maker Hastings Pet Dec 5 Ord Dec 5

SHACKEL, WILLIAM, Reading Reading Pet Dec 6 Ord Dec 6

TAYLOR, GEORGE, Accrats, Manchester, Constructional Engineer Manchester Pet Dec 7 Ord Dec 7

TAYLOR, JOHN, jun, Leeds, Fruit Dealer Leeds Pet Dec 5 Ord Dec 5

THOMPSON, ARTHUR HENRY, Wolverhampton, Auctioneer Wolverhampton Pet Dec 7 Ord Dec 7

WALSH, MILES SMITHSON, Leeds, Auctioneer Liverpool Pet Oct 11 Ord Dec 6

WALTON, THOMAS CHARLES, Emmanuel av, Acton, Salesman Brentford Pet Dec 6 Ord Dec 6

WATTS, GEORGE, Cymmer, Port Talbot, Glam, Painter Neath Pet Dec 7 Ord Dec 7

WEIGALL, JOHN CHARLES EDWARD, Kilburn High Court Pet July 12 Ord Dec 1

WOOD, JOHN, Middlestown, nr Wakefield, Tailor Wakefield Pet Dec 5 Ord Dec 5

Amended notice substituted for that published in the London Gazette of Nov 22:

HARVEY, ARTHUR WILLOUGHBY, Bromley, Kent Croydon Pet Jan 11 Ord Nov 16

FIRST MEETINGS.

BERGMAN, JOACHIM, White's row, Commercial st, Woollen Merchant Dec 19 at 11 Bankruptcy bldgs, Carey st

BRAILSFORD, HENRY, and FRANK BRAILSFORD, Sutton in Ashfield, Nottingham, Builders Dec 17 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BRARLEY, HERBERT HAROLD, Rochdale, Coal Merchant Dec 20 at 11.15 Townhall, Rochdale

BROOMHEAD, ABRAHAM ISBOTSON, Sheffield, Beerhouse Keeper Dec 21 at 12 Off Rec, Figtree la, Sheffield

CHERRY, ARTHUR F, Highbury, Greengrocer Dec 20 at 11 Bankruptcy bldgs, Carey st

DALE, FREDERICK, Nottingham, Surgeon Dec 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DODDS, THOMAS PENNY, York, Railway Clerk Dec 19 at 1.15 Off Rec, The Red House, Duncombe pl, York

DOWLAND SYDNEY THOMAS, and FRED RICHARDS, Parkstone, Dorset, Builders Dec 21 at 12.15 Grand Hotel, Bournemouth

EDWARDS, JOHN, Blaenau Festiniog, Merioneth, Engine Driver Dec 17 at 11 Crypt chmbrs, Eastgate row, Chester

FRAMPTON, WILLIAM JOHN, Blackpool, Fruiterer Dec 19 at 10.30 Off Rec, 14, Chapel st, Preston

GOOD, HENRY, Killingholme, Lincoln, Brick Merchant Dec 20 at 11 Off Rec, Trinity House in, Hull

GORDON, R HEWTLY, Langham st, Portland pl Dec 19 at 2.30 Bankruptcy bldgs, Carey st

GUY, ROBERT, Llanelly, Money Lender Dec 17 at 11.15 Off Rec, 4, Queen st, Carmarthen

HARRIS, ALFRED, Ivybridge, Devon, Grocer Dec 20 at 11 Off Rec, 6, Athenæum ter, Plymouth

HASTINGS, CHARLES HOLLAND, Grosvenor st Dec 19 at 12 Bankruptcy bldgs, Carey st

HENWOOD, JAMES, Wadebridge, Cornwall, Cycle Agent Dec 17 at 11 Off Rec, Boscawen st, Truro

HUMPHREYS, JAMES, Mobberley, Cheshire, Painter Dec 19 at 2.30 Off Rec, Byrom st, Manchester

JAMES, REES, Nantymoel, Glam, Collier Dec 19 at 12.30 117, St Mary st, Cardiff

JESTER, ERNEST, Birmingham, Corn Factor Dec 19 at 11 Ruskin chmbrs, 191, Corporation st, Birmingham

JONES, HUGH GRIFFITH, Bafail Tremadoc, Carnarvon, Farmer Dec 19 at 11 Police Court, Portmadoc

JONES, RICHARD, Portmadoc, Labourer Dec 19 at 10.30 Police Court, Portmadoc

KING, WILLIAM AUGUSTUS, Derby, Furniture Remover Dec 17 at 11 Off Rec, 47, Full st, Derby

KENT, GEORGE HERBERT, Kendal, Boot Repairer Dec 21 at 10.45 The Grosvenor Hotel, Stramongate, Kendal

KIRK, JAMES, Appleby, Westmorland, Saddler Dec 20 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

KNIPE, WILLIAM, Hawkshead, Lancs, Blacksmith Dec 21 at 11 The Grosvenor Hotel, Stramongate, Kendal

LEGGOTT, HENRY, and STEPHEN DARNBOROUGH, Bradford Architectural Ironmongers Dec 23 at 11 Off Rec, 29, Tyrrel st, Bradford

LYMPANY, AUGUSTUS NEAVE, Birmingham, Boot Dealer Dec 19 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

MCCRAW, MALCOMBE, Queensborough ter Dec 19 at 2.30 Bankruptcy bldgs, Carey st

NICHOLSON, HARRY, Bridlington, Poultry Dealer Dec 19 at 4 74, Newborough, Scarborough

OLIVER, WILLIAM, Bridgnorth, Salop Dec 21 at 11.10 County Court Office, Madeley

PEAT, THOMAS, Carlisle, Pig Dealer Dec 19 at 3 Off Rec, 34, Fisher st, Carlisle

PETTINGER, FREDERICK JAMES, Hollins Grove Farm, nr Easingwold, York, Farmer Dec 20 at 2.30 Off Rec, The Red House, Duncombe pl, York

PHILLIPS, GEORGE JASON, Northampton, Solicitor Dec 19 at 11 Franklin's Hotel, Guildhall rd, Northampton

PHILLIPS, SAMUEL, Llanelly, Haulier Dec 17 at 12 Off Rec, 4, Queen st, Carmarthen

PRATT, WILLIAM HENRY, Teignmouth, Basket Maker Dec 22 at 10.30 Off Rec, 9, Bedford circus, Exeter

ROLLINGS, FREDERICK, Penarth, Glam, Cab Driver Dec 19 at 11 117, St Mary st, Cardiff

ROWLANDS, MORGAN, Blaengarw, Glam, Collier Dec 9 at 12 117, St Mary st, Cardiff

SAUNDERS, DANIEL WARD, East Molesey, Private Hotel Keeper Dec 19 at 11.30 24, Railway app, London Bridge

SCOTT, RICHARD CLARKSON, Liverpool, Steamship Broker Dec 21 at 12 Off Rec, 35, Victoria st, Liverpool

SHEPHERD, HARRY WILFORD, Wakefield, Tram Inspector Dec 19 at 3 Off Rec, 29, Tyrrel st, Bradford

STOCK, JOHN DANIEL, Pontycymmer, Collier Dec 19 at 11.30 117, St Mary st, Cardiff

SYMONDS, JONATHAN, Welborne, Norfolk, Wheelwright Dec 17 at 1 Off Rec, 8, King st, Norwich

TAYLOR, GEORGE, Manchester, Constructional Engineer Dec 19 at 3 Off Rec, Byrom st, Manchester

TAYLOR, JOHN, jun, Leeds, Fruit Dealer Dec 19 at 11 Off Rec, 22, Park row, Leeds

THOMAS, GEORGE HARRY, Claverley, Salop, Farmer Dec 21 at 12.30 County Court Office, Madeley

TRIBE, HARRY, Rake, East Liss, Hants, Builder Dec 19 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WILLIAMS, THOMAS FREDERICK, Leighton Buzzard, Bedford, Coach Builder Dec 17 at 12 Off Rec, Bridge st, Northampton

Amended notice substituted for that published in the London Gazette of Nov 29:

JONES, EVAN, Barmouth, Painter Dec 13 at 12 Townhall, Aberystwith

ADJUDICATIONS.

ASHHOLE, SIDNEY, Dane End, Ware, Herts, Builder Hertford Pet Dec 6 Ord Dec 6

BAILEY, JOHN WEBSTER, Hanley, Stafford, Grocer Hanley Pet Dec 6 Ord Dec 6

BAINES, THOMAS, Preston, Joiner Preston Pet Nov 23 Ord Dec 7

BARBER, ABRAHAM, Sandal Cross Lane, nr Wakefield, Law Stationer Wakefield Pet Dec 6 Ord Dec 6

BLACKSTOCK, ROBERT, Newtown, Carlisle, Gardener Carlisle Pet Dec 7 Ord Dec 7

BOWN, GEORGE ALFRED, Walthamstow, Essex, Builder High Court Pet Oct 26 Ord Dec 7

BRAILSFORD, HENRY, and FRANK BRAILSFORD, Sutton in Ashfield, Nottingham, Builders Nottingham Pet Dec 5 Ord Dec 5

BRIDGES, WILLIAM DAVID, Hereford, Glass Dealer Hereford Pet Dec 7 Ord Dec 7

CLOUGH, DRUSILLA, Birkdale, Baker Liverpool Pet Dec 6 Ord Dec 6

COLLINSON, WILLIAM, Bradford, Estate Agent Bradford Pet Dec 7 Ord Dec 7

CRITCHLEY, THOMAS, Wigan, Licensed Victualler Wigan Pet Dec 5 Ord Dec 5

DALE, FREDERICK, Nottingham, Surgeon Nottingham Pet Dec 5 Ord Dec 5

DAVISON, ISAAC, Newfield, Durham, Stoneman Durham Pet Dec 6 Ord Dec 6

DAWES, WILLIAM, Tipton, Stafford, Public house Manager Dudley Pet Dec 3 Ord Dec 6

DODDS, THOMAS PENNY, York, Railway Clerk York Pet Dec 3 Ord Dec 3

EDWARDS, FRANK, and HENRY EDWARD TAYLER, Bristol Fruiterers Bristol Pet Nov 24 Ord Dec 5

EDWARDS, JOHN, Blaenau Festiniog, Merioneth, Engine, Driver Portmadoc Pet Nov 29 Ord Dec 5

EVANS, WILLIAM GORONWY, Aberavon, Grocer Neath Pet Dec 6 Ord Dec 6

FORMAN, THOMAS WILLIAM, Balls Pond rd, Islington, Boot Dealer High Court Pet Oct 31 Ord Dec 6

FOSCALL, ALBERT EDWARD, Worcester, Tailor Worcester Pet Nov 5 Ord Dec 5

FRAZER, JAMES GEORGE, Beachcroft av, Southall, Insurance Agent Windsor Pet Dec 6 Ord Dec 6

GOLD, WILLIAM JOHN, Westbury upon Trym, Bristol, Nurseryman Bristol Pet Nov 23 Ord Dec 5

HALL, ROBERT JOHN, Gt Yarmouth, Fruit Merchant Norwich Pet Dec 7 Ord Dec 7

HARRIS, ALFRED, Ivybridge, Devon, Grocer Plymouth Pet Dec 5 Ord Dec 5

HARDY, WILLIAM, Greenwich rd, Cycle Maker Greenwich Pet Dec 5 Ord Dec 5

HEADING, GEORGE WILLIAM, Spitalfields Market, Salesman High Court Pet Dec 5 Ord Dec 5

HENWOOD, JAMES, Wadebridge, Cornwall, Cycle Agent Truro Pet Dec 5 Ord Dec 5

HICKS, FREDERICK JOHN, Palace st, Westminster, Medical Man High Court Pet Dec 5 Ord Dec 5

HUNT, HENRY, Wallington, Herts, Farmer Cambridge Pet Dec 7 Ord Dec 7

KENDRICK, PHINEAS OLIVER JOHN, Wednesbury, Staffs Grocer Walsall Pet Dec 6 Ord Dec 6

KLEIN, MORRIS, Lancaster rd, Notting Hill, Ladies' Tailor Fitter High Court Pet Dec 5 Ord Dec 5

LAKE, WILLIAM BERTRAM, White Horse st, Stepney Provision Dealer High Court Pet Oct 29 Ord Dec 5

LAMONT, ROBERT, Hindley, Lancaster, General Draper Wigan Pet Nov 16 Ord Dec 6

LEACH, GEORGE HARRISON, Leeds, Colliery Carpenter Wakefield Pet Dec 5 Ord Dec 5

LONGMAN, JOHN MOGG, Hewitt rd, Harringay, Dealer in Jewellery High Court Pet Oct 28 Ord Dec 6

MCAUSLANE, JAMES, Watling st High Court Pet Sept 21 Ord Dec 5

MANN, EDWARD, Bridge st, Westminster High Court Pet Feb 23 Ord Dec 3

MILLICENT, HENRY PETER, James st, Old st, Skin Dresser High Court Pet Dec 5 Ord Dec 5

NORTON, JOHN SHEDLEY, Catherine st, Buckingham Gate, Author High Court Pet Nov 14 Ord Dec 5

PETTINGER, FREDERICK JAMES, Hollins Grove Farm, nr Easingwold, Yorks, Farmer York Pet Dec 5 Ord Dec 5

PHILLIPS, DAVID, Cardiff, Commercial Traveller Cardiff Pet Dec 5 Ord Dec 5

PHILLIPS, GEORGE JASON, Northampton, Solicitor Northampton Pet Nov 12 Ord Dec 6

PRATT, WILLIAM HENRY, Teignmouth, Basket Maker Exeter Pet Dec 5 Ord Dec 5

ROSS, STUART DIXON STUBBS, and JOHN TWEEDY SCOTT, Queen Victoria st High Court Pet May 25 Ord Dec 1

SALMON, ALBERT JOHN, Bexhill, Sussex, Umbrella Maker Hastings Pet Dec 5 Ord Dec 5

SHACKEL, WILLIAM, Reading Reading Pet Dec 6 Ord Dec 6

SPURR, GEORGE, Whitley Bay, Northumberland, Builder Newcastle on Tyne Pet Sept 12 Ord Dec 6

TAYLOR, GEORGE, Manchester, Constructional Engineer Manchester Pet Dec 7 Ord Dec 7

TAYLOR, JOHN, jun, Leeds, Fruit Dealer Leeds Pet Dec 5 Ord Dec 5

WALTON, THOMAS CHARLES, Emanuel av, Acton, Salesman Brentford Pet Dec 6 Ord Dec 6

WATTS, GEORGE, Cymmer, nr Port Talbot, Glam, Painter Neath Pet Dec 7 Ord Dec 7

WOOD, JOHN, Middlestown, Wakefield, Tailor Wakefield Pet Dec 5 Ord Dec 5

Amended notice substituted for that published in the London Gazette of Nov 22:

TOPAKYAN, GARABED HOHANNAS, Henrietta st, Covent Garden, Insurance Agent High Court Pet Nov 17 Ord Nov 17

ADJUDICATION ANNULLED.

BELCHER, JAMES EVANS, Darlaston, Staffs, Auctioneer Walsall Adjud Nov 9 Annul Dec 1